

DEPARTMENTAL INPUT

**MIAMI-DADE
COUNTY**

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Small Business Development

111 NW 1 Street, 19th Floor

Miami, Florida 33128

Phone: 305-375-3160

☐ New Contract

☐ OTR

☐ CO

☐ SS

☐ BW

☐ Emergency

Previous Contract/Project No: 305-375-3160

☒ Re-Bid

☐ Other

LIVING WAGE APPLIES: ☒ YES ☐ NO

Requisition/Project No: RQID1400060/AVCW1400117

TERM OF CONTRACT: 5 years with 1 one, 5 year option-to-renew

Requisition/Project Title: Cryogenic Oxygen Plant Maintenance and Technical Support Services

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

User Department(s): WASD

Issuing Department: ISD-PMS

Estimated Cost: 2,635,000.00

Contact Person: [REDACTED]

Phone: [REDACTED]

Funding Source: Proprietary

ANALYSIS

Commodity/Service No:	890-49 and 968-95	SIC:	96896
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 ND YEAR	3 RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page(s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: [Signature]
 RECEIVED
 DEPT. BUSINESS DEV.
 2014 MAR -4 AM 10:28

Date to DBD: 03/04/2014

Date Returned to DPM: _____

Delivering Excellence Every Day

**MIAMI-DADE
COUNTY**

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE:

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

2.2 EXAMINATION OF SITE

Bidders may request to visit the site of the proposed work to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Bidders are advised to examine carefully the specifications and 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.

Bidders must submit their request for a site visit to the contact person stipulated in Section 2.7.

2.3 TERM OF CONTRACT: SIXTY (60) MONTHS

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 Notice of Award Letter which is distributed by the County's 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 last month of the contract term.

2.4 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S)

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) years. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

2.5 METHOD OF AWARD: MULTIPLE BIDDERS IN THE AGGREGATE

Award of this contract will be made to two (2) responsive, responsible bidders 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. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary Bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary Bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the selected Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the selected Bidder re-procurement costs, if applicable.

If the designated primary Bidder fails to respond to the declared emergency as specified herein or mutually agreed, the County reserves the right to engage the services of the awarded Bidder designated as secondary for these specific designated emergency services, or to obtain the services of another Bidder deemed qualified as may be in the best operational interest of Miami-Dade County.

Award of this contract is contingent upon the end result of the preceding solicitation, Invitation To Bid number 4694-1/23.

2.5.1 Minimum Requirements and Required Submittals:

Bidders must meet the minimum qualifications as stipulated herein. The County may, at its sole discretion and in its best interest, allow the Bidder(s) to provide the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County will result in the Bidder(s) not being considered for contract award.

- 2.5.1.1 Bidder must have a minimum of three (3) employees with experience providing technical support services at cryogenic oxygen plants. One (1) of the employees must be the Field Engineer, as further described in Section 3, Paragraph 3.3, and should have experience that includes a minimum of one (1) year of specific experience in Union Carbide cryogenic systems. The minimum one (1) year experience must fall within the last (3) three years.

Bidder must provide resumes for the minimum three (3) employees (one (1) of which must be for the Field Engineer). For the Field Engineer, Bidder must also provide references from previous or current employers verifying the Field Engineer's experience. This information shall demonstrate to the County's satisfaction that the employees designated are qualified to provide service for the existing oxygen generation facilities.

- 2.5.1.2 Bidder must have personnel that will be available to the County after normal working hours, weekends, and holidays to provide telephone technical support and/or schedule field service visits in the event of a County operational emergency at designated plants.

Bidder shall provide names and contact information for such personnel.

- 2.5.1.3 Bidder's employee must have a minimum of one (1) year industry experience providing services to cryogenic oxygen production facilities in all of the following areas:

- 1) Support services at plants with a minimum 50-ton/day capacity that have reversing heat exchanger (RHX) based front-end design.
- 2) Warm plant thaw startup and facility maintenance services including insulation removal and cold end check valve replacement.
- 3) Installation, programming, troubleshooting and operation of programmable logic control (PLC) systems. This experience is to include GE Fanuc 90-30 CPU's with iFix software communicating via Ethernet IP.
- 4) Commercial or government customer references shall be provided to confirm this experience. It is not necessary for an individual reference to cover all three (3) areas of experience listed above. However, the Bidder must document the required experience for each of the areas listed above through references for Bidder or references for the Bidder's employees.

Substitution or replacement of Bidder's employees providing services to the County must be reported to WASD. Substituting or replacement employee (s) must also meet the minimum qualification stipulated herein prior to commencement of work. The minimum one (1) year experience must fall within the last (3) three years.

NOTE: Mark up pricing requested for parts, material and equipment upgrades will not be considered in the basis of award. In addition, given the expected usage of the technical support services/ staff, pricing for this position will not be considered for award.

2.6 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON PRICE INDEX

The prices proposed by the awarded Bidder shall remain fixed for a period of one (1) year after the commencement of the contract. After this period, the awarded Bidder may submit a price adjustment request annually to the County based on the most recent annual index of the following: **Consumer Price Index (CPI), All Urban Consumers, All Items, Miami/Ft. Lauderdale Area.**

It is the awarded Bidder responsibility to request any price adjustment under this provision. For any adjustment to be considered it must be submitted 90 days prior to expiration of the then one (1) year period. The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

The County reserves the right to negotiate lower pricing for any subsequent one (1) year period based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the one (1) year period based on the downward movement of the applicable index.

2.7 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Martha Perez-Garviso, at (305) 375-5375 email – mdperez@miamidadegov.

2.8 CLEAN UP MUST BE PERFORMED BY BIDDER

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, as mutually agreed upon by the selected Bidder and the WASD Oxygen Plant Supervisor or designee,. Upon completion of the repair, the awarded Bidder 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 awarded Bidder if those obligations are not met. In the event the awarded Bidder fails to comply in excess of two (2) working days, excluding County observed holidays, after notice is issued, the 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 awarded Bidder and be deducted from any money due to the awarded Bidder 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 primary awarded Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract; 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 reported to the primary awarded Bidder by the County. The primary awarded Bidder shall bear all costs of correcting such rejected work. If the primary awarded Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder 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 primary awarded Bidder fails to correct the work by the date specified in the notice, the County shall place the primary awarded Bidder in default, obtain the services of the secondary Bidder to correct the deficiencies, and charge the primary awarded Bidder for the difference in costs; either through a deduction from the final payment owed to the awarded Bidder or through invoicing.

2.10 HOURLY RATE

The hourly rate quoted shall include full compensation for labor, travel time, and any other cost to the awarded Bidder for technical support services. Telephone support services and consultations shall not be charged to WASD unless prior approve by WASD's Oxygen Plant Supervisor or designee is attained by the Bidder. The hourly billing rate offered is assumed to be at straight-time for all labor, except as otherwise noted. The awarded Bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. This hourly rate does not include any separate equipment purchases that may be required as part of parts, material and equipment upgrades as listed herein.

2.11 OVERTIME

Overtime will be evaluated on a weekly basis and consists of more than forty (40) hours worked per week (will not be evaluated for individual days worked exceeding 8 hours). Overtime services to support critical plant operations must be approved in advanced by WASD's Oxygen Plant Supervisor or designee. The awarded Bidder will be paid a maximum of 1½ times the value of the contract's regular hourly labor rate for such pre-authorized overtime services.

2.13 INVOICING AND PAYMENTS

In addition to Section 1.34 Invoices, the computations for payment for each requested job hereunder shall be as follows:

2.13.1 Labor Rates shall be billed at the hourly rates offered by the awarded Bidder. Fractions of actual on-the-job site labor hours for hours worked by the Field Service Engineer or technical support staff, shall be rounded up to the closest hour and must be approved by the MDWASD Oxygen Plant Supervisor, or designee. Actual hours will be the number of labor hours worked times the hourly labor rate per hour. The hourly labor rate per hour will be used for all payment calculations.

2.13.2 Invoices for pricing for parts, material and equipment upgrades will be accompanied by documentation supporting the charges (including freight and handling charges) for verification purposes. This will only apply when requested and approved in writing by the Oxygen Plant Supervisor or designee. Mark up for equipment upgrades, replacement parts, and materials as may be required to be furnished by the Bidder shall not exceed 20% of the awarded Bidder's actual cost.

2.14 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Contractor 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 Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$2,000,000 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. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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 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 33128-1989

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15)

business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in accordance with Section 1.23 of this solicitation.

2.15 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract 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).

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The scope of work consists of providing technical support including assigning an Field Engineer to assist Water and Sewer Department (WASD) forces in start-up operations, upgrading of existing equipment, maintenance, and emergency repairs of the Cryogenic Oxygen Plants at the WASD Wastewater Treatment Plants in Miami-Dade County, Florida. The work also consists of furnishing all necessary labor, parts, materials and equipment that WASD might need to meet operational requirements for scheduled maintenance and repairs.

WASD 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 which 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 TECHNICAL SUPPORT STAFF:

Support staff provided by awarded Bidder must have experience and fully capable of providing services to cryogenic oxygen production facilities in the following areas:

- 3.2.1 Support services at plants with a minimum 50-ton/day capacity that have reversing heat exchanger (RHX) based front-end design.
- 3.2.2 Warm plant thaw startup and facility maintenance services including insulation removal and cold end check valve replacement.
- 3.2.3 Installation, programming, troubleshooting and operation of programmable logic control (PLC) systems. This experience is to include GE Fanuc 90-30 CPU's with iFix software communicating via Ethernet IP.

3.3 FIELD ENGINEER:

The Field Engineer shall become knowledgeable on the County's facilities and treatment plant operations and will be the day-to-day point of contact. The Field Engineer must be able to shut down and start up Union Carbide cryogenic plants without assistance from the County's personnel

The awarded 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 point of contact and authorize representative able to make decisions on behalf of the awarded Bidder. The field engineer shall be considered to be, at all times, an employee of the Bidder under its sole direction and not an employee or agent of Miami-Dade County.

3.4 EQUIPMENT DESCRIPTION AND SITE LOCATIONS

The locations and description of the sites and equipment are as follows:

3.4.1 North District Wastewater Treatment Plant 2575 NE 151 Street, North Miami Beach, FL 33160

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 and one 140-ton liquid oxygen storage tank 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.

3.4.2 Central District Wastewater Treatment Plant 3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149

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

3.4.3 South District Wastewater Treatment Plant 8950 SW 232 Street, Goulds, FL 33170

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.

3.5 REQUIRED SERVICES

3.5.1 Maintenance and Technical Support:

Under the control and guidance of the Oxygen Plant Supervisor, or designee, the selected Bidder shall consult with and render assistance to WASD 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 WASD. Annual thaws and startups of plants shall be conducted along with 90 day CEGT operating thaws on U100's.

3.5.2 Upgrade Equipment, Parts and Materials:

Any upgrade of equipment, parts and materials for the scheduled maintenance and emergency repairs will usually be supplied by WASD. In the event WASD cannot provide the materials, the awarded Bidder may be requested to furnish the items as directed by the Oxygen Plant Supervisor or designee. In these circumstances Project Work Orders would be utilized and issued by the user department as deemed necessary.

3.6 EMERGENCY SERVICES:

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

The selected Bidder must provide contact information for the Field Engineer that will be available to the County after normal working hours, weekends, and holidays to provide telephone technical support and/or schedule field service visits in the event of a County operational emergency at these designated plants.

3.7 PROJECT WORK ORDER AUTHORIZATION

WASD's authorized representative shall generate and issue a Work Order for each project to be performed under this Contract. The project work order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The project work order shall include a cost estimate calculated by the County for the work listed on the project work order, based on the contract prices.

For the purposes of identification and payment, the project work orders shall be numbered and dated. The awarded Bidder shall supply WASD's authorized representative with a written price quotation within a timeframe specified by WASD. The awarded Bidder shall start the work within 30 days of notification by the Oxygen Plant Supervisor or designee or as agreed upon and stated in the project work order.

- 3.7.1 Emergency work may be initiated verbally by the WASD Oxygen Plant Supervisor, or designee, but will be followed up with written requests before any work is performed on plant site.
- 3.7.2 The Oxygen Plant Supervisor, or designee, shall approve all upgrades, repairs and overhaul work and shall be the final authority for implementing awarded Bidder's recommendations.
- 3.7.3 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 awarded Bidder.

WASD shall make a conscientious effort to anticipate the awarded Bidder's work or travel requirements and give the awarded Bidder sufficient notice to schedule and perform approved plant work. However, if an emergency is declared by the WASD, the awarded Bidder shall have Field Service Engineer available at the plant site within twenty-four (24) hours of such notification in accordance with Section 3.6, Emergency Services.

No work shall be performed without authorization issuance of a project work order as approved by the Oxygen Plant Supervisor, or designee. All work shall be performed under complete supervision of the Oxygen Plant Supervisor, or designee.