

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** July 10, 2012  
**AGENDA ITEM NO.** 12a.

**Consent Agenda**  **Regular Agenda**  **Public Hearing**

**County Administrator's Signature** 

**Subject:**

Award of Bid: Ultraviolet (UV) Equipment – Design, Manufacture & Related Services  
Contract No.: 112-0256-B(RM)

**Department:**

Department of Environment & Infrastructure (DEI) /  
Purchasing

**Staff Member Responsible:**

Jorge Quintas / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS AWARD THE BID FOR ULTRAVIOLET (UV) EQUIPMENT – DESIGN, MANUFACTURE & RELATED SERVICES TO OZONIA NORTH AMERICA, LLC (OZONIA), LEONIA, NEW JERSEY. OZONIA WAS THE SINGLE BID RECEIVED AND IS ON FILE IN THE PURCHASING DEPARTMENT.

**Summary Explanation/Background:**

The scope of this project requires the contractor to provide all labor, new materials, tools and equipment to design and manufacture low pressure, high intensity, ultraviolet (UV) disinfection equipment and controls. The work includes the performance of all services necessary for a complete and functioning project as specified in the specifications and plans including, but not limited to, maintenance, repair, testing, modification, preparation of installation procedures, inspection of equipment installation; and training.

The UV system will be installed in the retrofitted Automatic Backwash (ABW) filter structure at the South Cross Bayou Water Treatment Facility (SCBWTF), which is a critical component of the project in order to comply with a 2010 Florida Department of Environmental Protection Consent order requiring the County to meet its disinfection byproducts discharge limits before the end of June 2013. In order to meet its obligations, the County engaged the engineering team of Parsons Water and Infrastructure, Inc., (Parsons) to evaluate and compare three proven and pre-validated UV disinfection systems, and to assist the County with selection of the system most suitable for the County's needs.

After careful study of capital and life cycle costs associated with each system the Ozonia system was found the most suitable to form the basis of design that would allow design efforts to proceed. Given the requirements for orderly and rapid progression of the final design and permitting for the project, the County and Parsons recognized that continuing design would be based upon the conclusions reached in the evaluation stage. Eight hundred ninety-one (891) potential suppliers were notified of the bid via DemandStar. Twenty-nine (29) potential suppliers requested plans and specifications. Even though the solicitation documents were structured to promote competition, it was general consensus that the Ozonia system was probably a sole source and the market dictated such.

The bid received from Ozonia for the Aquaray 40 HO Vertical Lamp Ultraviolet Disinfection System has been designed to provide disinfection for wastewater plants within a small footprint. To minimize the footprint, the Aquaray 40 HO utilizes Low Pressure High Output lamps in a vertical design. The system has been third party validated and has completed bioassay testing. Parsons has concluded that the single bid from Ozonia meets the County's specific requirements for this project, and it is consistent with the conclusions reached during the system evaluation stages.

The contract term is 352 consecutive calendar days from the date of the award. The contract may be extended for an additional six (6) month period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator.

Appendix A which defines the terms of limitation of liability, indemnity and warranty is attached and incorporated into the bid documents submitted by Ozonia.

**Fiscal Impact/Cost/Revenue Summary:**

Funding is provided through the Department of Environment & Infrastructure (DEI) South Cross Bayou Water Treatment Facility Upgrades and Renewal & Replacement funds.

TOTAL ESTIMATED EXPENDITURE NOT TO EXCEED:                      \$1,438,528.00

**Exhibits/Attachments Attached:**

- Contract Review
- Appendix A
- Bid Tabulation



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS  
NO.: 39414

**PROJECT: ITB ULTRAVIOLET (UV) EQUIPMENT-DESIGN, MANUFACTURE & RELATED SERVICES**

**BID NUMBER: 112-0256-B(RM)**

**REQ. NUMBER:**

**TYPE:**  Purchase Contract  Other:  Construction- More than \$100,000  One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

**RISK MANAGEMENT:** Please enter required liability coverage on pages: 18-19  PRODUCT ONLY  
This is a **EQUIPMENT PURCHASE AND SERVICES** contract. Estimated Expenditure: \$1,500,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director Ruby McKenzie, PA	3/21/12	[Signature]	Are we trying to save sales tax what is purpose otherwise.	
2.	DEI - Eng and Tech Support Jorge Quintas, Director Jim Hall - Div Mgr Bill Harrington, Prj Mgr	4/3/12 4/2/12 4/2/12	[Signatures]	SEE RESPONSES TO PURCHASING'S INQUIRY THROUGHOUT DOCUMENT. SEE ATTACHED 4 COMMENTS IN RED.	

Using Dept please provide below information:

Yes, funding for this requisition is using grant Funding.  No, funding for this requisition is not using grant Funding.  
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.  
**Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)**

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	4/4/12	[Signature]	See pg 16 of spec See changes p 5, 10, 11	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	4/5/12	[Signature]		
5.	Asst. County Administrator Attn: M. Woodard	4/10/12	[Signature]	Concur with Purchasing comments. The overall benefit/risk to the County should be quantified.	
6.	Legal Attn: Michelle Wallace	4/10/12	[Signature]		

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Ruby McKenzie - Purchasing at Extension: 4-3795  
In order to meet the following schedule, please return your requirements to Purchasing by: TBD

RECEIVED

Revised 08/2010

TENTATIVE DATES
Bid Mail Out: tbd
Bid Opening:
Purchasing Director Approval:

MAR 30 2012

*RESPONSES PROVIDED HEREIN*  
*We are essentially purchasing equipment. We are NOT purchasing "turn key" and have the same construction + insurance + storage + maintenance are concerns*

June 21, 2012

REF: Appendix A

ITB: Ultraviolet (UV) Equipment – Design, Manufacture & Related Services

ITB No.: 112-0256-B

Supplier: Ozonia North America, LLC

1. **Limitation of liability:** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Agreement, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall either party's liability to the other party exceed the purchase order price.

2. **Indemnity**

a. **General Indemnity:** To the extent of its negligence, UV Manufacturer will indemnify and hold Pinellas County harmless from all claims and demands asserted by third parties for bodily injury, death, and damage to tangible property caused by UV Manufacturer's performance of the work. While UV Manufacturer will, and is expected to, defend itself in any action in which it is a party, UV Manufacturer's indemnity obligation does not include any obligation to defend any other party, entity, or individual.

However, UV Manufacturer will reimburse Pinellas County for any and all litigation expenses the County incurs (including attorney's fees, expert witness fees, and court costs) in the event UV Manufacturer is solely and/or strictly liable in any such action, claim, or demand.

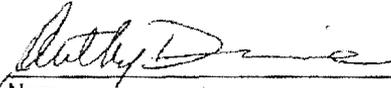
b. **Intellectual Property Indemnity:** Unless specifically prohibited by Florida Law, UV Manufacturer agrees to defend, indemnify Pinellas County and hold it harmless from and against all claims, liability, loss, damage or expense arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by Pinellas County.

UV Manufacturer's obligation under this Section 20(b) shall apply only if Pinellas County promptly notifies UV Manufacturer of such claims and actions, and provided further that the equipment supplied by UV Manufacturer is used in the manner specified and is not modified or combined with any other equipment without UV Manufacturer's prior written consent.

3. **Warranty**

The UV Manufacturer warrants that its equipment shall conform to the requirements of the contract documents and be free from defects in material and workmanship for a period of one (1) year from the completion of acceptance testing. Upon UV Manufacturer's receipt of written notice of any defect, and a determination that such defect is covered under the warranty, the UV Manufacturer shall, at its option, repair or replace the defective part or parts, f.o.b. SCBWRF. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Manufacturer's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. The UV Manufacturer shall have no responsibility for the condition of primed or finish painted surfaces after the equipment is unloaded and received at SCBWRF. The foregoing warranties are exclusive, and in lieu of all other warranties of any kind, express or implied, including any implied warranty of merchantability, fitness for a particular purpose.

Accepted by Ozonia North America LLC

  
Name

Anthony Dusovki, CEO  
Print Name and Title

Attested by: 



**CERTIFICATE OF RESOLUTION ADOPTED**  
**BY INFILCO DEGREMONT, INC.**  
**SOLE MANAGER OF OZONIA NORTH AMERICA, LLC**

The undersigned, being the manager of Ozonia North America, LLC, a Delaware limited liability company (the "Company"), hereby consents to the adoption of the following resolutions:

RESOLVED FURTHER, that the following persons are elected as officers of Ozonia North America, LLC and each to hold office until the next annual meeting of this Board, removal from the Company or until their successor has been duly elected and qualified:

Name	Office
Francois Bernes	President
Anthony Dusovic	Chief Executive Officer
Joseph Giannone	Senior Vice President
Melanie Mailly-Demont	Chief Financial Officer/Treasurer
Anthony J. Hargrave	Vice President
Mason Dirickson	Vice President
James E. Brown	Secretary/General Counsel
Gus Loukas	Assistant Treasurer
Marcia Rice	Assistant Treasurer
Gaspar Lesznik	Assistant Secretary
Robert W. Winslow	Assistant Secretary

RESOLVED FURTHER, that other known officer positions are hereby abolished and other officers are hereby removed.

RESOLVED FURTHER, that all of the above-named officers are hereby authorized to execute for and on the behalf of the Corporation, proposals, bids, contracts, and other documents of a contractual or legal nature relating to the sale or purchase of products and services in the ordinary conduct of business by the Corporation.

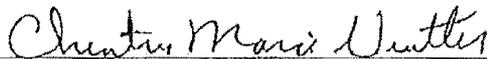
The undersigned hereby certifies that he is the Assistant Secretary of Infilco Degremont, Inc., a corporation organized and existing under the laws of the State of New York; that the foregoing is a true and exact copy of a resolutions adopted by the Board of Directors on the 17th day of May 2011; and that the resolutions remain in force and effect as of this 6th day of June, 2011.



Robert W. Winslow, Secretary

STATE OF Virginia  
COUNTY OF Henrico

I, Christine Desmottes, a notary public, do hereby certify that on this 6<sup>th</sup> day of June, 2011, personally appeared before me Robert W. Winslow, who being by me first duly sworn, declared that he/she is the Assistant Secretary of Infilco Degremont, Inc., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.



My Commission Expires

(Notary Public)



Bid Tabulation

Bid Title: Ultraviolet (UV) Equipment and Services

Bid Number: 112-0256-B (RM)

Bid opening date and time: May 22, 2012 @ 3:00 PM

(Schedule of Values)

Ozonia North America LLC

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Mobilization	LS	1	\$38,100.00	\$38,100.00
2	Submittals	LS	1	\$88,900.00	\$88,900.00
3	Factory Acceptance Test	LS	1	\$38,100.00	\$38,100.00
4	UV System Delivery to SCBWRP	LS	1	\$723,900.00	\$723,900.00
5	Checkpoint Bioassay Testing	LS	1	\$76,200.00	\$76,200.00
6	Field Testing, Training and O&M's	LS	1	\$241,300.00	\$241,300.00
7	Final Completion	LS	1	\$63,500.00	\$63,500.00
<b>BASE BID AMOUNT ITEMS 1 - 7</b>					<b>\$1,270,000.00</b>
8	Contingency	EA	120,000	\$1.00	\$120,000.00
<b>TOTAL BID</b>					<b>\$1,390,000.00</b>
<b>OPTIONS</b>					<b>OPTIONAL BID</b>
<b>ITEM TOTALS WILL NOT BE FACTORED INTO DETERMINING AWARD</b>					
These Optional items may or may not be accepted by the County. If approved, it is at the County's discretion to accept said option(s) in any sequence or combination therein.					
9	Warranty for 2nd Year	LS	1	22428	\$22,428.00
10	Additional Field Service Trips (beyond Base Bid)	EA	3	5500	\$16,500.00
11	UV System Storage	WEEKS	8	1200	\$9,600.00
<b>OPTIONAL BID ITEMS 9-11</b>					<b>\$48,528.00</b>
<b>TOTAL BID INCLUDING OPTIONS</b>					<b>\$1,438,528.00</b>

Reduce Completion Time Incentive

COUNTY may be interested in optional pricing if the project can be completed in less time. Bidders at an option may provide alternate cost for expediting the project completion time. All other terms and conditions shall remain the same. This information may be used to determine award.

Reduction in Consecutive Calendar Days To Duration of Contract on Page 11 Item 3	Lump Sum Cost Increase	Lump Sum Cost Decrease
30	\$	\$
60	\$	\$
90	\$	\$