



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Sole Source Justification Form (Use for Purchases(s) in excess of \$1,000)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. *Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.*

Date 5/20/15

Department/Office Public Utilities

Division/Area WWTP

Contact Person Hubert H Barnes

Title WWTP Maintenance Supt

Phone 3637

Email hbarnes@hollywoodfl.org

1. Requested Vendor Chart Energy & Chemicals, Inc

Vendor Number _____

Address 2191 Ward Avenue, La Crosse WI 54601-1200

Contact Person Mick Sylla

Title _____

Phone 608-787-3333

Email _____

2. Product/Service being requested (be specific). One Nitrogen Superheater Model #18841

3. Detailed description of the product/service function and purpose. This unit is a spare. It serves as a backup to the existing aged unit. It is important to have the spare on hand to minimize the cost implication if the installed unit fails.

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor. Chart Energy & Chemicals, Inc. is the only manufacturer of superheaters in the United States. The attached sole-source letter from Chart Energy & Chemicals indicates they manufacture and distribute the equipment from their plant in Wisconsin.

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function.

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)

Chart Energy & Chemicals is the only manufacturer of superheaters in the United States

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☒ Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.

☐ Product is replacing existing product and necessary to maintain warranty or service contract.

☐ Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? \$60,500.00

8. Total estimated annual (fiscal year) cost of requested product/service? \$62,000.00

Account Number(s) 42.4000.85299.536.006302

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at www.epls.gov.

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)

Date of Advanced Search _____

Company Name(s) Searched

Search Results

REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – “It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.


Contact Person's Signature

5/20/15
Date


Supervisor's Signature

5/20/15
Date


Director's Signature (required over \$10,000)

5/28/15
Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)



To: City of Hollywood, FL

Email: FDOMOND@hollywoodfl.org

Attn: Francois Domond

Date: June 10, 2015

From: Mike Sylla

Total Pages: 2 + Attachment

Subject: Replacement Nitrogen Super Heater

Project No: Q2206

Chart is pleased to provide our firm proposal for the Replacement Nitrogen Super Heater for the City of Hollywood:

I. Equipment Description and Pricing –

<u>Item</u>	<u>Brand Name</u>	<u>Model Number</u>	<u>Qty</u>	<u>Core Dimensions</u>					<u>Ex-Works</u>
				<u>W</u>	<u>x</u>	<u>H</u>	<u>x</u>	<u>L</u>	<u>Price</u>
N2 Superheater – 32 Week Delivery	Chart Energy and Chemicals	18841	1	18"	x	18.8"	x	96"	US\$60,500

II. Technical Comments

- A. Exchanger to be designed and built per the ASME BPV Code Section VIII Div. 1 and Chart Energy & Chemicals standards. Exchanger shall be marked with a "U" stamp.
- B. All equipment will be manufactured according to Chart E&C standards, as well as the standards set forth by ALPEMA. All heat exchangers will receive hydrostatic (1.30 x design pressure) or pneumatic testing (1.10 x design pressure) as required by Chart E&C standards and the current ASME Code. No special testing or NDE has been included unless required by code.
- C. This item is an "as close as possible" mechanical duplicate to Praxair dwg# A-2009151. This design will match all existing connection and support locations. Chart has included for updated internal components consistent with current manufacturing methods that will provide nearly identical thermal and hydraulic performance of the original unit. The overall size envelope of the exchanger will match the existing unit as well.
- D. Streams to be pressurized with dry air or N₂ (to 15 psig) for shipment.
- E. Pricing includes a domestic shipping skid and standard side support angles.
- F. All connections are stubbed and marked for field trim.

G. No vessels, additional equipment, or instrumentation has been included in Chart's scope of supply.

III. Commercial Comments

- A. Chart proposes the following progress payments on a resulting order:
- 20% 12 weeks after order placement (approximate timing of drawing submittal)
 - 50% at mid point of ship cycle
 - 30% at offer of shipment.
- B. All payments shall be net 15 days.
- C. Pricing is to be considered firm and valid for 30 days.
- D. No taxes or duties are included in the pricing.
- E. The proposed delivery is 32 weeks Ex-Works (Incoterms 2010) Chart facility, La Crosse, WI.
- F. Chart's standard terms and conditions shall apply to this quotation.
- G. Chart's standard 12/18 mechanical warranty is included with this quotation. The warranty covers the exchanger for 12 months after start-up or 18 months after shipment, whichever occurs first.

I trust that this proposal meets your full expectations. Chart is very pleased to work with City of Hollywood, FL on this important project. Please feel free to contact me with any questions or concerns.

Kind Regards,

Mike Sylla
Sales Engineer
P: 608-787-4172
E: Michael.sylla@chartindustries.com

CUSTOMER: AirSep PROJECT: Springfield, MO Replacement NUMBER OF CORES: 1 ITEM NUMBER: A-2009151 SPEC. SHEET NO: 18800 CASE: Mechanical REVISION DATE: 2015.05.01		CORE BLOCK INTERNALS: <table><tr><td colspan="2">PARTING SHEETS:</td><td>0.039</td><td>in</td><td>0.99</td><td>mm</td></tr><tr><td colspan="2">END BARS:</td><td>0.810</td><td>in</td><td>20.6</td><td>mm</td></tr><tr><td colspan="2">SIDE BARS:</td><td>0.810</td><td>in</td><td>20.6</td><td>mm</td></tr><tr><td colspan="2">SIZE:</td><td>W (in)</td><td>H (in)</td><td>L (in)</td><td>W (mm)</td><td>H (mm)</td><td>L (mm)</td></tr><tr><td colspan="2"></td><td>18</td><td>18.79</td><td>96</td><td>457</td><td>477</td><td>2438</td></tr><tr><td colspan="2">EST. WEIGHT PER CORE:</td><td colspan="2">1200</td><td>LBS</td><td>544</td><td>KG</td><td></td></tr></table>										PARTING SHEETS:		0.039	in	0.99	mm	END BARS:		0.810	in	20.6	mm	SIDE BARS:		0.810	in	20.6	mm	SIZE:		W (in)	H (in)	L (in)	W (mm)	H (mm)	L (mm)			18	18.79	96	457	477	2438	EST. WEIGHT PER CORE:		1200		LBS	544	KG		CHART ENERGY & CHEMICALS	
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		A) Weights N2 OUT 18 / 10.75(1) X, Y, 61.																																																					



CHART ENERGY & CHEMICALS

CORE BLOCK & LAYERS SKETCH

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PRELIMINARY: The relative position of the connections are illustrated on this drawing. All locations and other details are subject to revision by Chart H&D.

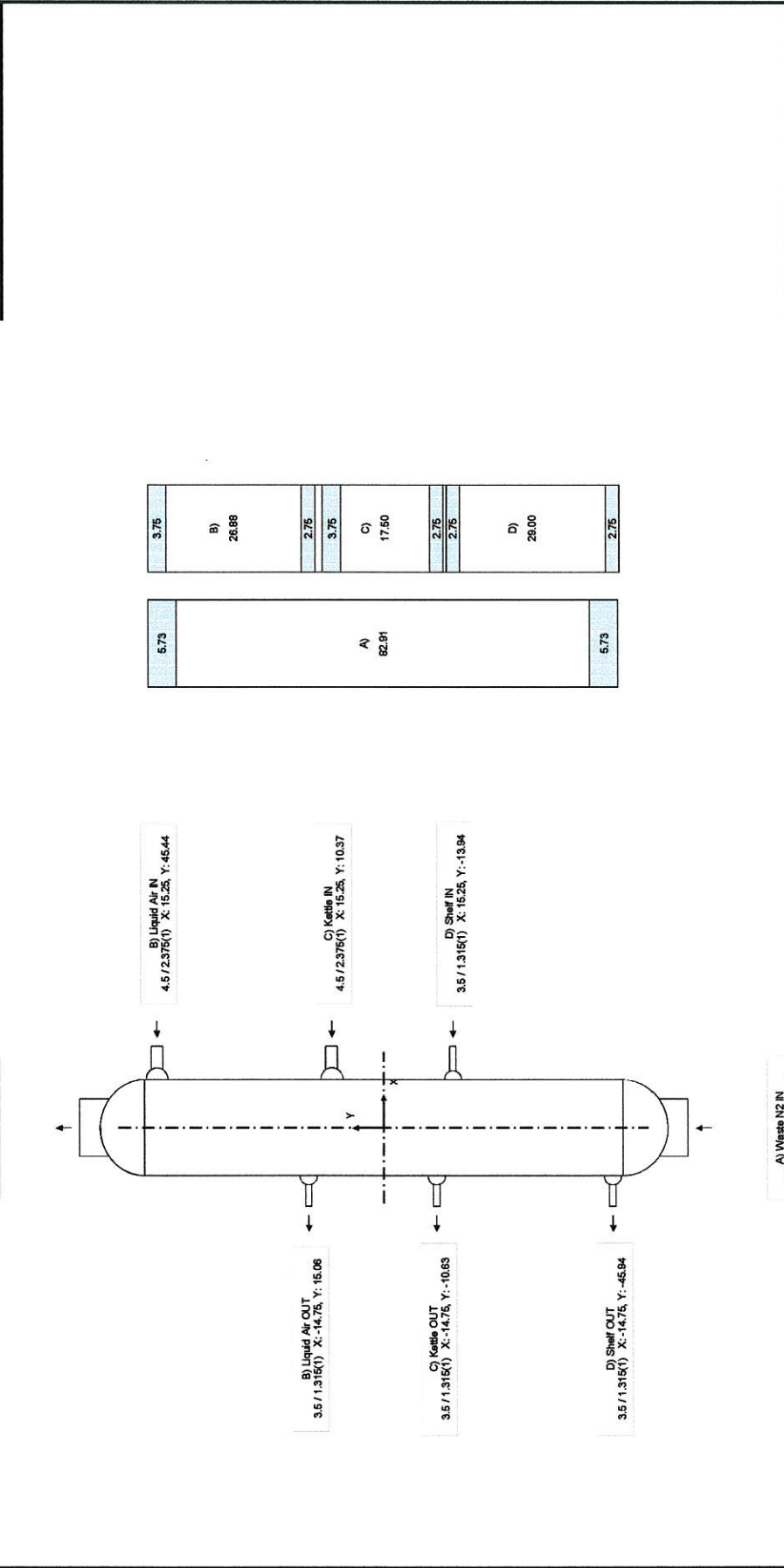




Chart Energy & Chemicals, Inc.
201 Main Street, Suite 300
La Crosse, WI 54601
USA

Telephone 608-787-3333
www.chartindustries.com

May 19, 2015

To: City of Hollywood

From: Mike Sylla

Subject: Equipment Manufacturer

This letter is to confirm that Chart Energy and Chemicals is the sole manufacturer and producer of Brazed Aluminum Heat Exchangers in the United States. Chart manufactures and distributes the equipment from our plant in La Crosse, WI.

Regards,

Mike Sylla

A handwritten signature in black ink, appearing to read "Mike Sylla", with a long horizontal flourish extending to the right.



8 May 2015

Francois Domond
Deputy Director of Operations
City of Hollywood, Florida
Department of Public Utilities
1621 N. 14th Avenue
Hollywood, FL 33022-9045

Subject: Engineering Services – Spare Nitrogen Superheater
Proposal No. Q316-15128

Dear Francois:

As requested, attached is Solutionwerks' proposal for the provision of engineering services to support your planned procurement of a spare nitrogen superheater for the cryogenic oxygen plant at the City of Hollywood waste water treatment facility. In summary, Solutionwerks' scope of work would include the following:

- Review supplier proposal(s) for compliance with the required design basis
- Review supplier submittals after order placement for compliance with the required design basis

The price quoted is based on an assumed completion time during 2015. If the work is delayed beyond that time, the quoted price and rates will be subject to adjustment.

Please let us know if you have any questions or if you would like us to proceed with the work.

Best regards,



PROPOSAL

CRYOGENIC OXYGEN PLANT NITROGEN SUPERHEATER PROCUREMENT ENGINEERING SERVICES

Customer:	City of Hollywood	Site Name:	Waste Water Treatment Plt.
Location:	Hollywood, FL	Customer Ref.:	N/A
Solutionwerks' Ref.:	Q316-15128	Date:	8 May 2015

1.0 SOLUTIONWERKS' SCOPE OF WORK

Solutionwerks' will provide engineering services related to the procurement of a spare nitrogen superheater for the City of Hollywood's cryogenic oxygen plant at the waste water treatment facility. Solutionwerks will review supplier proposals obtained by the City of Hollywood to confirm compliance with the required design basis for this cryogenic plant. Any deviations will be brought to the attention of the City and Solutionwerks will provide support as needed to resolve such deviations. Solutionwerks will, following procurement of the superheater, also review the manufacturing drawings and assist the City with the resolution of any remaining deviations.

2.0 CITY SUPPLIED SERVICES

The City of Hollywood will be responsible for providing the following:

- Obtaining supplier proposals
- Equipment procurement and payment
- Obtaining supplier technical submittals
- Relaying correspondence between Solutionwerks and the supplier as necessary

3.0 FEE

Solutionwerks' fee for the services described herein will be:

\$3000

The above fee is predicated on completion of the work in calendar year 2015. Should the work be delayed to a later date, the fee will be subject to adjustment.

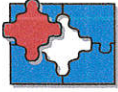
5.0 PAYMENT TERMS

The fee will be payable in two installments:

\$1500 upon completion of supplier proposal review

\$1500 upon completion of technical submittal review

The invoice payment terms will be net 30 days.



6.0 SCHEDULE

The work will be coordinated and completed as supplier documentation becomes available for review.

7.0 VALIDITY

This proposal shall be valid for acceptance 30 days from the date hereof. The fee will be subject to review thereafter.

8.0 TERMS AND CONDITIONS

~~This offer is made subject to Solutionwerks' standard terms and conditions attached.~~

Solutionwerks accepts the City's terms and conditions as per the attached email dated May 28, 2015.

Francois Domond

From: Dennis Derr <dennis.derr@solutionwerks.com>
Sent: Thursday, May 28, 2015 9:18 AM
To: Francois Domond
Cc: Steve Joseph; Steve Farrell; Coy Mathis; Hubert Barnes; Homero Rodriguez; Barbara.Breisch@Solutionwerks.com; sherri.albro@solutionwerks.com
Subject: RE: Spare Nitrogen Super Heater for COH SRWWTP - Proposal
Attachments: 6 Purchase Order Terms and Conditions.pdf

Francois,

The COH Terms and Conditions attached are acceptable to Solutionwerks for the proposed engineering services. We will await your authorization to proceed.

Best regards,

Dennis Derr



SOLUTIONWERKS^{inc}

1150 Glenlivet Drive
Suite C-30
Allentown, PA 18106-3127
Office 610-391-0844
Fax 610-391-0845
Mobile 513-939-9380
Email dennis.derr@solutionwerks.com
Website www.solutionwerks.com

From: Francois Domond [mailto:FDOMOND@hollywoodfl.org]
Sent: Wednesday, May 27, 2015 5:19 PM
To: 'dennis.derr@solutionwerks.com'
Cc: Steve Joseph; Steve Farrell; Coy Mathis; Hubert Barnes; Homero Rodriguez; Barbara.Breisch@Solutionwerks.com; sherri.albro@solutionwerks.com
Subject: RE: Spare Nitrogen Super Heater for COH SRWWTP - Proposal

Hello Dennis,

Thanks very much for submitting your proposal for engineering services as related to the spare superheater for the COH.

I'm about to submit the proposal and all other related paperwork to the City's Procurement Division and I wanted to find out from you if Solutionwerks is willing to accept the City's standard Terms and Conditions (attached); and note your acceptance in your proposal. This will certainly help me expedite the process. For your information, these are the same standard T&Cs that were included in all previous POs between Solutionwerks and COH.

Please review, and let me know by replying to this email and/or by revising the proposal accordingly.

Regards,

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHARGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.