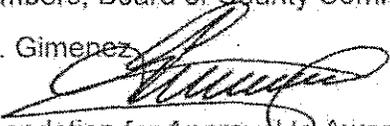


Memorandum



Date: February 19, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Recommendation for Approval to Award: Medical Supplies and Related Items

Agenda Item No. 8(F)(5)

Resolution No. R-171-14

Recommendation

It is recommended that the Board of County Commissioners (Board) approve award of *Contract No. 8441-0/19, Medical Supplies and Related Items* to the vendors set forth below for purchase of various medical supplies needed to provide emergency care to County residents and personnel.

The contract will be used primarily by the Miami-Dade Fire Rescue (MDFR), which requires medical supplies to effectively respond to major medical emergencies and/or disasters. There are 57 categories of medical supplies and two groups (i.e. non-federally funded purchases and federally-funded purchases) under the contract.

Scope

The impact of this item is countywide in nature.

Fiscal Impact and Funding Source

The fiscal impact for the total five-year term for the replacement contract is \$18,081,000. There are six contracts for these medical supplies valued at \$17,922,271 that were established with long-term fixed pricing, which have expired or are expiring. A review of the Consumer Price Index (CPI) reflects a 15 percent increase in pricing for these commodity groups over the past 66-month period. A full and open competitive solicitation for the required items resulted in a nine percent increase over the current prices, but less than the 15 percent CPI. The proposed allocation is as follows:

Department	Allocation	Funding Source	Contract Manager
Community Action and Human Services	\$85,000	Federal Funds/ General Fund	Shirley Almeida / Marie Woodson
Fire Rescue	16,316,000	Fire District / General Fund	Marianela Betancourt
Medical Examiner	1,004,000	General Fund	Aylin Concepcion
Parks, Recreation and Open Spaces	88,000	General Fund	Debbie Frost
Police	88,000	General Fund	Laura Romano
Public Housing and Community Development	500,000	Federal Funds	Indira Rajkumar
Vizcaya	8,000*	Proprietary Funds	Jose Gonzalez
Total	\$18,081,000		

*Vizcaya utilizes this contract to provide assistance to tourist, clients and staff of the Vizcaya Museum.

Track Record/Monitor

Martha Garofolo of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications and extensions, in accordance with the terms and conditions of the contract.

Vendors Recommended for Award

An Invitation to Bid was issued under full and open competition on July 18, 2013. The method of award is to the three lowest priced responsive, responsible bidders, as primary, secondary and tertiary vendors, offering the lowest aggregate price by category (see Attachment A).

Awardees	Address	Principal
District Healthcare & Janitorial Supply Incorporated (MICRO/SBE)	10125 NW 116 Way, #16 Medley, FL	Pernell Williams
Pancar Industrial Supply Corporation (MICRO/SBE)	8254 NW S River Drive Medley, FL	Francisco Fletes
Steede Medical, LLC	11433 NW 34 Street Doral, FL	Louis Steede
Suncoast Surgical and Medical Supply, LLC	2711 N 58 Street Tampa, FL	Ronald Dial
Quadmed, Inc.	11210-1 Philips Industrial Boulevard East Jacksonville, FL	Lisa Price
Bound Tree Medical, LLC	5000 Tuttle Crossing Boulevard Dublin, OH	Jennifer A. Butler
SZY Holdings, LLC d/b/a Ever Ready First Aid	101-01 Foster Avenue Brooklyn, NY	Miri Weber
Flotec, Inc.	7625 West New York Street Indianapolis, IN	David T. Pucillo
Henry Schein, Inc.	135 Duryea Road Melville, NY	James Breslawski
Kentron Healthcare, Inc.	701 Central Avenue West Springfield, TN	Nari Sadarangani
Health-Care Equipment & Parts Company, Inc.	1901 10 Avenue Brooklyn, NY	Molly Rochester
Midwest Medical Supply Company, LLC	13400 Lakefront Drive Earth City, MO	Julia Onesto
VetMeds, Inc.	332 S. Michigan Avenue, Ste. 1032, Chicago, IL	Andria R. Nelson

Vendors Not Recommended for Award

Vendors	Reason for Not Recommending
American Purchasing Services, LLC.	Vendor prices are higher than the awarded vendors.
Clinimed, Inc.	
Ferno Washington, Inc.	
Mercury Enterprises, Inc.	
Moore Medical, LLC	
Products Unlimited, Inc.	
Savoy Medical Supply, Inc.	
SZY Holdings, LLC d/b/a Ever Ready First Aid	Deemed non-responsive for Group (A) Categories: 16, 24, 30 and 33 and Group (B) Category: 4 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.
Henry Schein, Inc.	Deemed non-responsive for Group (A) Categories: 2, 8, 10, 16, 22, 24, 25, 29, 32, 33, 34 and 49 and Group (B) Categories: 2 and 4 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.

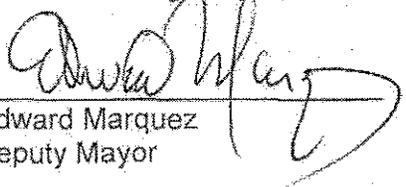
Vendors (continued)	Reason for Not Recommending
HillUSA Corporation (DBE, MICRO/SBE)	Deemed non-responsive as bidder qualified its offer by: (1) indicating prices are only good through August 28, 2013; (2) deviating from delivery time of 5 days to 20 days; and (3) including an automatic annual 3% increase in prices. See attached County Attorney Opinion.
Quadmed, Inc.	Deemed non-responsive for Group (A) Category 16 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.
Steede Medical, LLC	Deemed non-responsive for Group (A) Category 2 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.
Suncoast Surgical and Medical Supply, LLC	Deemed non-responsive for Group (A) Categories 13, 24, 34 and 49, Group (B) Category 2 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.
VetMeds, Inc.	Deemed non-responsive for Group (A) Categories 2, 8, 10, 11, 14, 16, and 24, Group (B) Categories 1 and 2 due to failure to bid on all items within the group as required by the solicitation. See attached County Attorney Opinion.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases where permitted by the funding source.
- The Small Business Enterprise Bid Preference where permitted by the funding source.
- Local Preference was applied in accordance with the Ordinance where permitted by the funding source.
- The Living Wage Ordinance does not apply.


 Edward Marquez
 Deputy Mayor

Attachment A

Awardees By Category: Group (A) Non Federally Funded Purchases				
<i>Category</i>		<i>Primary</i>	<i>Secondary</i>	<i>Tertiary</i>
1	Oxygen Delivery / Regulators	Quadmed, Inc.	Flotec, Inc.	N/A
2	Oxygen Delivery / Airway	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	SZY Holdings, LLC d/b/a Ever Ready First Aid
3	Disposable Laryngoscope Blades	Bound Tree Medical, LLC	Henry Schein, Inc.	Midwest Medical Supply Company, LLC
4	Amsino Suction Catheter	Midwest Medical Supply Company, LLC	Steede Medical, LLC	VetMeds, Inc.
5	Supraglottic Airway Devices	Midwest Medical Supply (MMS)	Bound Tree Medical LLC	Quadmed, Inc.
6	Surgical Airway and Miscellaneous	Bound Tree Medical, LLC	N/A	N/A
7	Airway & AED Packs Miami-Dade Fire Rescue	Bound Tree Medical, LLC	N/A	N/A
8	Sphygmomanometers	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	Health-Care Equipment & Parts Company, Inc.
9	Stethoscopes	Kentron Healthcare, Inc	Quadmed, Inc.	Suncoast Surgical and Medical Supply, LLC
10	Syringes and Needles and Related Items	Midwest Medical Supply Company, LLC	Quadmed, Inc.	Bound Tree Medical, LLC
11	Safety Catheters	Henry Schein, Inc.	SZY Holdings, LLC d/b/a Ever Ready First Aid	Bound Tree Medical, LLC
12	B.I.G. Bone Injection Gun	Henry Schein, Inc.	Bound Tree Medical, LLC	Quadmed, Inc.
13	Intravenous Administration Sets	Henry Schein, Inc.	Steede Medical, LLC	Midwest Medical Supply Company, LLC
14	Burn Care	Henry Schein, Inc.	Bound Tree Medical, LLC	Kentron Healthcare, Inc.
15	Stifneck Cervical Collars	Henry Schein, Inc.	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
16	Splints and Misc. Trauma	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	N/A
17	Pet Masks	Henry Schein, Inc.	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
18	Otter Box	Bound Tree Medical, LLC	Steede Medical, LLC	Quadmed, Inc.
19	Custom Cases for Miami-Dade Fire Rescue	Quadmed, Inc.	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
20	Pelican Cases	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	Steede Medical, LLC

21	Pelican Custom Lid Insert	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	Quadmed, Inc.
22	Personal Protective Equipment	Pancar Industrial Supply Corp.	Bound Tree Medical, LLC	Steede Medical, LLC
23	Glucometer / Blood Glucose Testing	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC	Henry Schein, Inc.
24	Miscellaneous	Midwest Medical Supply Company, LLC	Steede Medical, LLC	Bound Tree Medical, LLC
*24	Miscellaneous (Line #8)	Steede Medical, LLC	Bound Tree Medical, LLC	N/A
*24	Miscellaneous (Line #9)	Steede Medical, LLC	N/A	N/A
25	Portable Suction	Bound Tree Medical, LLC	SZY Holdings, LLC d/b/a Ever Ready First Aid	Quadmed, Inc.
26	Video Laryngoscopes	Quadmed, Inc.	Bound Tree Medical, LLC	N/A
27	Welch Allyn	Health-Care Equipment & Parts Company, Inc.	Henry Schein, Inc.	Bound Tree Medical, LLC
28	Nonin Pulse Oximetry	Henry Schein, Inc.	SZY Holdings, LLC d/b/a Ever Ready First Aid	Bound Tree Medical, LLC
29	Masimo Co Monitoring	Bound Tree Medical, LLC	N/A	N/A
30	Infection Control Blood Collection Items	Henry Schein, Inc.	Midwest Medical Supply Company, LLC	Steede Medical, LLC
31	Handtevy Pediatric Equipment	No Award		
32	Stretchers	Bound Tree Medical, LLC	Quadmed, Inc.	N/A
33	CPR and Simulation Training Equipment	Bound Tree Medical, LLC	Steede Medical, LLC	N/A
34	Surgical Gowns / Equipment	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC	N/A
35	HAZ-MAT – Toxicology Items	Henry Schein, Inc.	Bound Tree Medical, LLC	N/A
36	Nasal Packing / Epistaxis	District Healthcare & Janitorial Supply, Inc.	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
37	Mouthpiece	Henry Schein, Inc.	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC
38	Tuberculin Intradermal Test Solution	Henry Schein, Inc.	Bound Tree Medical, LLC	SZY Holdings, LLC d/b/a Ever Ready First Aid
39	Disposable Acupuncture Needles	No Award		
40	Additional Syringes, Needles and Related Items	Midwest Medical Supply Company, LLC	Quadmed, Inc.	Henry Schein, Inc.
41	Additional Safety Catheters	District Healthcare & Janitorial Supply, Inc.	SZY Holdings, LLC d/b/a Ever Ready First Aid	Bound Tree Medical, LLC

42	Additional Intravenous Administration Sets	Bound Tree Medical, LLC	Henry Schein, Inc.	Midwest Medical Supply Company, LLC
43	Other Miscellaneous Supplies	Quadmed, Inc.	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
44	Additional Stretchers	Bound Tree Medical, LLC	Henry Schein, Inc.	Quadmed, Inc.
45	Additional Surgical Gowns / Equipment	Suncoast Surgical & Medical Supply, LLC	Midwest Medical Supply Company, LLC	Bound Tree Medical, LLC
46	Disposable Acupuncture Needles	Bound Tree Medical, LLC	N/A	N/A
47	Splints and Misc. Trauma	Henry Schein, Inc.	SZY Holdings, LLC d/b/a Ever Ready First Aid	Midwest Medical Supply Company, LLC
48	Personal Protective Equipment	SZY Holdings, LLC d/b/a Ever Ready First Aid	Bound Tree Medical, LLC	Steede Medical, LLC
49	Other Miscellaneous Supplies	SZY Holdings, LLC d/b/a Ever Ready First Aid	Bound Tree Medical, LLC	Steede Medical, LLC
50	Otter Box	Bound Tree Medical, LLC	Steede Medical, LLC	Quadmed, Inc.
51	Infection Control Blood Collection Items	Bound Tree Medical, LLC	Henry Schein, Inc.	Suncoast Surgical & Medical Supply, LLC
52	Oxygen Delivery / Airway	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC	Henry Schein, Inc.

**Group (A) Category 24*

Steede Medical, LLC is being recommended for award as primary for line items 8 and 9 and Bound Tree Medical, LLC is recommended as secondary for line item 8 because the lowest bidder's, Midwest Medical Supply Company, LLC, samples were not approved.

Awardees By Category: Group (B) Federally Funded Purchases				
	Category	Primary	Secondary	Tertiary
1	Sphygmomanometers / Stethoscopes	Henry Schein, Inc.	Bound Tree Medical, LLC	Midwest Medical Supply Company, LLC
2	Miscellaneous	Midwest Medical Supply Company, LLC	SZY Holdings, LLC d/b/a Ever Ready First Aid	Quadmed, Inc.
3	Other Miscellaneous Supplies	SZY Holdings, LLC d/b/a Ever Ready First Aid	Midwest Medical Supply Company, LLC	Quadmed, Inc.
4	Other Miscellaneous Supplies	Steede Medical, LLC	Bound Tree Medical, LLC	Suncoast Surgical & Medical Supply, LLC
5	Other Miscellaneous Supplies	Steede Medical, LLC	Henry Schein, Inc.	SZY Holdings, LLC d/b/a Ever Ready First Aid

Memorandum



Date: October 4, 2013

To: Martha Garofolo
Procurement Contracting Officer I
Internal Services Department

From: Eduardo W. Gonzalez
Assistant County Attorney

Subject: Request for Responsiveness Determination on ITB No. 8441-0/19 Medical Supplies and Related Items

You have asked this office if bids submitted by various vendors bidding on ITB No. 8441-0/19 Medical Supplies and Related Items are responsive. We rely on the information provided in your August 29, 2013 memorandum to this office with attachments and additional information you submitted on August 30, 2013 regarding an additional vendor with potential responsiveness issues. On October 1, 2013 you informed me that a number of the vendors listed in the August 29, 2013 memorandum and the vendor you disclosed to me on August 30, 2013 are not being considered for award and, thus, a responsiveness opinion on these vendors is no longer necessary. Accordingly, you are now requesting responsiveness opinions on nine (9) of the sixteen (16) vendors you initially identified.

The purpose of the ITB is to establish a contract for the purchase of medical supplies and related items on an as needed when needed basis. Per the ITB, award of the contract "will be made to up to the three (3) lowest priced responsive, responsible Bidders on a category-by-category basis. Bidders may bid on any or all categories. To be considered for award, the Bidder shall offer prices for all items within a given category." Further the ITB provides that "[t]he Bidders prices for each category will be determined by multiplying the estimated quantity by unit price per item and then totaling the resultant amount for all items in the category. If a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected."

You are currently seeking a responsiveness opinion for the following nine (9) vendors: (1) SZY Holding LLC d/b/a Ever Ready First Aid; (2) Flotec, Inc.; (3) Henry Schein, Inc.; (4) Healthcare Equipment & Parts Supply d/b/a Med-Part; (5) Midwest Medical Supply Co., LLC; (6) Quadmed, Inc.; (7) Steede Medical LLC; (8) Suncoast Surgical & Medical Supply LLC; and (9) Vetmeds, Inc.

Each of these sixteen vendors will be analyzed separately below.

SZY Holding LLC d/b/a Ever Ready First Aid

You have identified four issues with SZY Holding LLC d/b/a Ever Ready First Aid ("Ever Ready First Aid"): (1) failed to bid on all items within Group (A) Categories: 16, 24, 30 and 33; (2) failed to bid on all items within Group (B) Category: 4; (3) offered a price for a substitute item for Group (A) Category 16 line item 4 which is a No Substitute item; and (4) offered a price for a substitute item for Group (A) Category 24 line item 24 which is a No Substitute item.

Ever Ready First Aid's failure to provide bid prices on certain items in Group (A) Categories 16, 24, 30 and 33 and Group (B) Category 4 deprives the County of the assurance that the contract will be

performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Categories 16, 24, 30 and 33 and Group (B) Category 4 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made "on a category-by-category basis" and clearly delineates that "[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected." This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) ("The failure to include a price for a line item evidences a bidder's intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive."); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) ("Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.").

Because Ever Ready First Aid's bids for Group (A) Categories 16 and 24 are nonresponsive for the reason set forth above, there is no need to analyze whether Ever Ready First Aid's offering of a substitute item for a No Substitute items in Group (A) Category 16 line item 4 and Category 24 line item 24 renders such bids nonresponsive. However, the submission of a substitute item for an item that the solicitation delineates as a "No Substitute" would be in contravention of the solicitation requirement.

Flotec, Inc.

Flotec, Inc. ("Flotec") failed to: (1) acknowledge addenda 2 and 3; (2) provide two references as requested in the bid submittal form; (3) list the contract number, contract title and FEIN number in the Affirmation of Vendor Affidavits form; (4) fill out and sign the Fair Subcontracting Practices form; and (5) fill out and sign the Subcontractor/Supplier Listing form.

Flotec only submitted a bid for Group (A) Category 1. Addenda 2 and 3 did not materially alter any of the bidding requirements for Group (A) Category 1. Therefore, the failure to acknowledge the addenda does *not* render Flotec's bid non-responsive.

The remaining issues relating to Flotec's failure to provide references, fill out forms and disclose subcontractor/supplier information are issues of bidder responsibility, not responsiveness. The failure to complete the subcontractor listing form does not render the bid non-responsive. "Generally, a requirement that a bidder list subcontractors in its bid involves a matter of responsibility because it relates to the agency's need to evaluate the subcontractor's qualifications or the bidder's ability to meet equal employment opportunity and minority business requirements." Matter of: CDM Federal Programs Corp., B- 249022, 1992 WL 186992, at *2 (Comp. Gen. 1992); see also Matter of: Hughes Georgia, Inc., B- 244936, B- 244936.2, 91-2 CPD 457, 1991 WL 251277 (Comp. Gen. 1991) (holding that submission of list of potential subcontractors relates to issues of bidders' responsibility). Issues going to bidder responsibility can be satisfied post-bid opening, any time prior to actual contract award. See Matter of: John Short & Assocs., Inc.; Comprehensive Health Servs., Inc., B- 236266, B- 236266.4, 89-2 CPD P 448, 1989 WL 241451, at *2 (Comp. Gen. 1989). Furthermore, the County ordinance requiring the submittal of a subcontractor list provides that the submission of a subcontractor list is a condition of award. See Miami-Dade County Code § 2-8.1(f). The subcontractor information as well as the other information Flotec did not submit or properly fill out can be submitted after bid submission but prior to award.

Henry Schein, Inc.

Henry Schein, Inc. ("Henry Schein") failed to: (1) bid on all items within Group (A) Categories: 2, 8, 10, 16, 22, 24, 25, 29, 32, 33, 34 and 49; and (2) bid on all items within Group (B) Categories: 2 and 4.

Henry Schein's failure to provide bid prices on certain items in Group (A) Categories 2, 8, 10, 16, 22, 24, 25, 29, 32, 33, 34 and 49 and Group (B) Categories 2 and 4 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Categories 2, 8, 10, 16, 22, 24, 25, 29, 32, 33, 34 and 49 and Group (B) Categories 2 and 4 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made "on a category-by-category basis" and clearly delineates that "[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected." This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) ("The failure to include a price for a line item evidences a bidder's intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive."); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) ("Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.").

Healthcare Equipment & Parts Supply d/b/a Med-Part

Healthcare Equipment & Parts Supply d/b/a Med-Part ("Med-Part") failed to: (1) acknowledge all three addenda; and (2) provide references and attach a manufacturer's or distributor's letter of authorization as required by the solicitation.

The addenda did not materially alter the categories Med-Part bid on. Therefore, the failure to acknowledge the addenda does *not* render Med-Part's bid non-responsive.

The issue relating to Med-Part's failure to provide references and a manufacturer's or distributor's letter of authorization bidder responsibility, not responsiveness. The failure to submit the requested information does not render the bid non-responsive. The information can be submitted after bid submission but prior to award.

Midwest Medical Supply Co., LLC

Midwest Medical Supply Co. LLC ("Midwest Medical") included notations in Group (A) Categories 10, 16, 22, 23, 27, 40 and 43 and Group (B) Categories 2 and 3. The notations consist of additional pricing that is consistent with the bid unit price. For example, in Group (A) Category 24 line item 10, Midwest Medical submitted a proper unit price, \$.0241 for the item (tongue suppressor) in the solicitation's unit price slot. Additionally, Midwest Medical included a hand-written notation indicating that the price of a box of 100 tongue suppressors is sold at \$2.41. The \$2.41 price for a box of one-hundred (100) tongue suppressors is consistent with the \$.0241 unit price. Accordingly, such notations do not invalidate Midwest Medical's bid or render it nonresponsive.

Quadmed, Inc.

Quadmed, Inc. ("Quadmed") failed to bid on all items within Group (A) Category 16. Quadmed's failure to provide bid prices on all items in Group (A) Category 16 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Category 16 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made "on a category-by-category basis" and clearly delineates that "[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected." This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) ("The failure to include a price for a line item evidences a bidder's intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive."); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) ("Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.").

Steede Medical, LLC

Steede Medical LLC ("Steede Medical") failed to bid on all items within Group (A) Category 2. Steede Medical's failure to provide bid prices on all items in Group (A) Category 2 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Category 2 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made "on a category-by-category basis" and clearly delineates that "[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected." This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) ("The failure to include a price for a line item evidences a bidder's intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive."); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) ("Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.").

Suncoast Surgical & Medical Supply

Suncoast Surgical & Medical Supply ("Suncoast") (1) failed to bid on all items within Group (A) Categories 13, 24, 34 and 49; and (2) failed to bid on all items within Group (B) Category 2; (3) submitted its unit price in Group (A) Categories 34 and 45 on a per box basis; (4) failed to sign the Fair Subcontracting Practices form; and (5) failed to acknowledge addendum 3.

Suncoast's failure to provide bid prices on all items in Group (A) Categories 13, 24, 34 and 49 and Group (B) Category 2 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Categories 13, 24, 34 and 49 Group (B) Category 2 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made "on a category-by-category basis" and clearly

delineates that “[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected.” This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) (“The failure to include a price for a line item evidences a bidder’s intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive.”); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) (“Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.”).

Because, as noted above, Suncoast’s bid for Group (A) Category 34 is nonresponsive, no further opinion is necessary on Suncoast’s Group (A) Category 34 bid. For Group (A) Category 45, Suncoast’s submission of a unit price on a per box for item 1 in Group (A) Category 45 basis does not invalidate its bid for Group (A) Category 45. In the item’s description the solicitation provides that the item, surgical blades, is sold on a 150-per-box basis. Suncoast submitted a unit price on a 150-per-box basis. The unit price Suncoast submitted is consistent with the item’s description. To the extent there is any variance from the solicitation’s requirements, such variance is minor and waivable.

Subcontractor information is an issue of bidder responsibility, not responsiveness. Suncoast can submit the signed and completed Subcontractor Practices form after bid but prior to award.

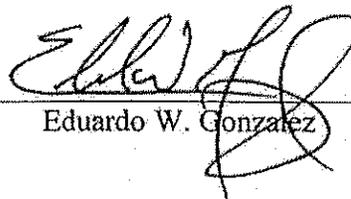
Addendum 3 does not materially alter the Categories in the solicitation that Suncoast bid on. Accordingly, Suncoast’s failure to acknowledge Addendum 3 does not invalidate its bid.

Vetmeds, Inc.

Vetmeds, Inc. (“Vetmeds”) failed to (1) bid on all items within Group (A) Categories 2, 8, 10, 11, 14, 16, and 24; (2) bid on all items within Group (B) Categories 1 and 2; and acknowledge the three addenda.

Vetmed’s failure to provide bid prices on all items in Group (A) Categories 2, 8, 10, 11, 14, 16, and 24 and Group (B) Categories 1 and 2 deprives the County of the assurance that the contract will be performed and guaranteed in accordance with the terms of the solicitation and thereby renders its bids for Group (A) Categories 2, 8, 10, 11, 14, 16, and 24 and Group (B) Categories 1 and 2 non-responsive. Section 2.5 of the solicitation provides that award of the contract will be made “on a category-by-category basis” and clearly delineates that “[i]f a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected.” This conclusion is wholly consistent with government procurement law. See Matter of: New Shawmut Timber Co., B-286881, 2001 CPD P 42, 2001 WL 185214, *1 (Comp. Gen. Feb. 26, 2001) (“The failure to include a price for a line item evidences a bidder’s intent not to be bound or obligated to perform that element of the requirement, and thus generally renders the bid nonresponsive.”); Matter of: The Jorgensen Forge Corp., B-255426, 94-1 CPD P 157, 1994 WL 64911, *2 (Comp. Gen. Feb. 28, 1994) (“Where, as here, an IFB provides that award will be made to the low aggregate bidder, a bid that fails to include a price for every item required by the IFB generally must be rejected as nonresponsive since the bidder would not be obligated to provide the item for which it has provided no price.”).

The three addenda do not materially alter Vetmed's bids or bidding requirements. Accordingly, Vetmed's failure to acknowledge any of the addenda does not invalidate its bids nor render Vetmed's bids nonresponsive.



Eduardo W. Gonzalez

Memorandum



Date: October 15, 2013

To: Martha Garofolo
Procurement Contracting Officer 1
Internal Services Department

From: Eduardo W. Gonzalez
Assistant County Attorney

Subject: Request for Responsiveness Determination on ITB No. 8441-0/19 Medical Supplies and Related Items: Hillusa Corporation

2013 OCT 17 P 3 51

You have asked this office if the bid submitted by Hillusa Corporation (“Hillusa”) on ITB No. 8441-0/19 Medical Supplies and Related Items is responsive. We rely on the information provided in your September 13, 2013 memorandum to this office with attachments. For the reasons set forth below, it is our opinion that Hillusa’s bid is *nonresponsive*.

The purpose of the ITB is to establish a contract for the purchase of medical supplies and related items on an as needed when needed basis. Per the ITB, award of the contract “will be made to up to the three (3) lowest priced responsive, responsible Bidders on a category-by-category basis. Bidders may bid on any or all categories. To be considered for award, the Bidder shall offer prices for all items within a given category.” Further the ITB provides that “[t]he Bidders prices for each category will be determined by multiplying the estimated quantity by unit price per item and then totaling the resultant amount for all items in the category. If a Bidder fails to submit an offer for all items within the category, its offer for that specific category will be rejected.”

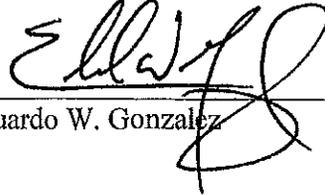
Additionally, as per Section 2.4 of the ITB, the initial contract price shall prevail for one (1) year from the contract’s effective date. Prior to completion of each one year period from the contract’s initial effective date, the County may consider an adjustment to price for the next contract year based on specified pricing indexes listed in the ITB. Section 2.8 of the ITB also requires vendors to make deliveries within five (5) business days after the order date.

In its bid, Hillusa included a price quotation form with its proposed prices on the items in the solicitation. The quotation indicated that the prices quoted were good through August 28, 2013. Additionally at the end of the quotation Hillusa included a notation that “AFTER FIRST YEAR PRICES WILL GO UP 3% FOR EVERY YEAR” and an additional notation on delivery time providing “DELIVERY TIME – 20 DAYS.”

Discussion

Based on the facts set forth above, the bid is nonresponsive. In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. See Robinson Elec. Co. v. Dade County, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982). Here the variances are material. Hillusa’s variances conflict with the pricing and delivery provisions of the solicitation.

First, the bid indicates that the prices are only good through August 28, 2013. Therefore, per Hillusa's own bid, the prices it has offered are no longer valid. Even if we were to ignore this limitation, the bid is also nonresponsive for Hillusa's deviation from the ITB's required delivery time of 5 days to Hillusa's quoted 20 days delivery time. And the bid is also nonresponsive because Hillusa included an automatic annual 3% increase in prices in plain contravention of the solicitation's provisions that allowed the County to consider price increases based on specified pricing indexes.



Eduardo W. Gonzalez



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 19, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(5)
2-19-14

RESOLUTION NO. R-171-14

RESOLUTION AUTHORIZING AWARD OF CONTRACT 8441-0/19 MEDICAL SUPPLIES AND RELATED ITEMS IN THE AGGREGATE AMOUNT OF \$18,081,000.00 FOR THE PURCHASE OF GOODS AND SERVICES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of contract 8441-0/19 Medical Supplies and Related Items in the aggregate amount of \$18,081,000.00, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to exercise any cancellation and renewal provisions.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye	
	Lynda Bell, Vice Chair	aye	
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	absent
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez