

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of equipment, gas monitor parts, supplies and accessories for RAE Systems in conjunction with the needs of various Miami-Dade County Departments on an as needed basis.

**2.2 CONTRACT TERM**

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 Internal Services Department (ISD) Procurement Management Services 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 five (5) year period.

**2.3 METHOD OF AWARD**

Award of this contract will be made to one (1) responsive, responsible Bidder, who meets the qualifying criteria listed below and who offer the highest percentage discount off the Manufacturer's Suggested Retail Price (MSRP) list. The MSRP must be provided directly from the manufacturer. The price list must be common to and accepted by the industry in general.

**2.3.1 QUALIFYING CRITERIA**

Bidder must be the manufacturer, or an authorized distributor /dealer of RAE Systems, equipment, gas monitor parts, supplies and accessories. Bidders must provide a letter or a dealer certification from the manufacturer, stating that the Bidder is an authorized distributor/dealer of the manufacturer. This letter must be SIGNED and on the manufacturers' letterhead with the manufacturer contact person's name and phone number.

**2.4 "EQUAL" PRODUCT CANNOT BE CONSIDERED - NO SUBSTITUTION**

"No Substitution" will be accepted under this solicitation.

**2.5 DISCOUNTS**

With the exception of increases to the discount awarded, the percentage discount shall be fixed and firm for the duration of the contract.

A revised MSRP List will be accepted during the contract term only in the event of an industry-wide price change, as evidenced by the issuance of a revised price list by the manufacturer. Revised prices will not become effective until the revised MSRP List is submitted to Miami-Dade County, Internal Service Department, Procurement Management Division including Bidder's letter identifying the applicable contract number, and subsequently approved by the County.

Offers shall be submitted on the basis of a discount from the MSRP. The lists must be properly identified and dated as to issuance and effectiveness.

In addition, during the contract term the Bidder may offer the County additional discounts and price rebates

for selected purchases/items

## **2.6 GENERAL TERMS AND CONDITIONS EXCEPTIONS**

The following sections listed within the General Terms and Conditions (R15-3) are not applicable to this solicitation:

Section 1.22 (A) INSURANCE REQUIREMENTS

Section 1.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Section 1.32 CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

Section 1.46 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION, WATER AND SEWER, TRANSIT AND SEAPORT DEPARTMENTS

## **2.7 DELIVERY**

Bidders shall make deliveries within the timeframe identified in the Purchase Order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the Bidder to whom the contract is awarded fail to deliver in the number of days stated in the Purchase Order, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent Bidder with any re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. Bidder shall maintain a copy of the authorization. If the Bidder is in doubt about any aspect of material pick-up, Bidder shall contact the appropriate user department liaison, which will be provided in the purchase order to confirm the authorization.

## **2.8 PACKING SLIP / DELIVERY TICKET**

Bidders shall enclose a complete packing slip / delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip/ delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip /delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

## **2.9 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item(s) will be returned to the Bidder at Bidder's expense. At the

County's own option, the Bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.10 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

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**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The purpose of this solicitation is to establish a contract for the purchase of RAE systems equipment, gas monitor parts, supplies and accessories and any related items not mentioned in this solicitation for RAE Systems in conjunction with the needs of various Miami-Dade County Departments.

**3.2 ITEMS TO BE PURCHASED**

The following list is an example of the items that may be purchased under this contract. This list is neither exclusive nor complete

MULTIRAE PLUS AIR MONITOR P/N  
RAE SYSTEMS CO SENSOR FOR MULTIRAE PLUS  
RAE SYSTEMS OXYGEN SENSOR FOR MULTIRAE PLUS  
RAE SYSTEMS LEL SENSOR FOR MULTIRAE PLUS  
RAE SYSTEMS H2S SENSOR FOR MULTIRAE PLUS

**GAS MONITORING SUPPLIES AND CALIBRATION EQUIPMENT**

PUMP REPLACEMENT ON S/N 508489 (MULTIRAE PLUS)  
MULTIRAE PLUS AIR MONITOR AMMONIA SENSOR P/N  
HYDROGEN SULFIDE SENSOR MODULE FOR MULTIRAE PLUS  
LEL SENSOR MODULE FOR MULTIRAE PLUS  
OXYGEN SENSOR MODULE FOR MULTIRAE PLUS  
CARBON MONOXIDE SENSOR MODULE FOR MULTIRAE PLUS  
EXTERNAL FILTERS FOR MULTIRAE PLUS, PACK OF 3  
NICAD REPLACEMENT BATTERY FOR MULTIRAE PLUS AIR MONITOR  
MULTIRAE PRO METER WITH 4 GAS, PID AND GAMMA  
MULTIRAE LITE METER WITH 4 GAS AND PID  
MULTIRAE PRO/LITE O2 SENSOR  
MULTIRAE PRO/LITE CO SENSOR  
MULTIRAE PRO/LITE H2S SENSOR  
MULTIRAE PRO/LITE LEL SENSOR  
MULTIRAE PRO/LITE PID SENSOR  
MULTIRAE PRO/LITE SO2 SENSOR  
MULTIRAE PRO/LITE NO2 SENSOR  
MULTIRAE PRO/LITE CL2 SENSOR  
MULTIRAE PRO/LITE NH3 SENSOR  
MULTIRAE PRO/LITE GAMMA SENSOR  
AUTORAE 2 CALIBRATION STATION CONTROLLER  
AUTORAE 2 CALIBRATION STATION MULTIRAE PRO CRADLE  
PPM RANGE, 10 TESTS/BOX  
MERCAPTAN 0.5/A DETECTOR TUBES FOR DRAEGER QUANTIMETER 1000, 0.5-30 PPM  
RANGE, TESTS/BOX

METHYL BROMIDE 0.5/A DETECTOR TUBES FOR DRAEGER QUANTIMETER 1000, 20 PPM  
RANGE, TESTS/BOX  
PHENOL 1/B DETECTOR TUBES FOR DRAEGER QUANTIMETER 1000, 20 PPM RANGE, TESTS/BOX  
TOLUENE DISOCYANATE 0.02/A DETECTOR TUBES FOR DRAEGER QUANTIMETER  
1000, 0.02-0.2 PPM  
MULTI RAE AIR MONITOR P/N 0093261010

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