

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input checked="checked" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input checked="checked" type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract Number: BW7602-0/16
<input type="checkbox"/> Re-Bid						LIVING WAGE APPLIES: <input type="checkbox"/> YES <input checked="checked" type="checkbox"/> NO

Contract No: FB-00678 Term of contract: 5 Years with no options to renew

Project Title: Laboratory Gases for Medical Examiner Toxicology Laboratory

Description: The purpose of this solicitation is to establish a contract for the purchase of medical, industrial, and laboratory gases and related items for Miami-Dade County Medical Examiner Department in conjunction with the County's needs on an as needed when needed basis.

User Department(s): Medical Examiner

Issuing Department: Internal Services Department Procurement Management Division

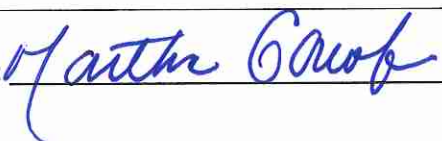
Contact Person: Martha Garofolo Phone: 305-375-4265

Estimated Cost: \$200,000 Funding Source: General funds

ANALYSIS			
Commodity/Service No: <u>430 – 430-38</u>		SIC: _____	
Trade/Commodity/Service Opportunities			
<div style="border: 1px solid black; padding: 5px;">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</div>			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
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: 

Date to SBD: 8/10/17

Date Returned to ISD: _____

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of medical, industrial, and laboratory gases and related items for Miami-Dade County Medical Examiner Department in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT

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 distributed by the County's Department of Internal Services, Procurement Management Division and contingent upon the completion and submittal of all required bid documents. The contract term is for five (5) years and shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. To be considered for award, the bidder shall offer prices for all items listed in the solicitation. If a bidder fails to submit an offer for all items listed within the solicitation its offer shall be rejected.

If the awarded vendors fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

Bidders shall provide the following documentation with bid submittal:

1. Bidder shall submit emergency contact information for 24-hour contact. The contact information shall include name, address, telephone number and/or e-mail address. Vendor must be able to assure 24 hour call-back to resolve order disputes and technical issues. (The vendor agrees by the submission of their bid to prioritize delivery to the Miami-Dade Medical Examiner Department.
2. If the bidder shall be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this Solicitation, the bidder shall supply a copy of its agreement with the supplier with bid submission. The information contained in such agreement(s) shall include, but not be limited to shipping, delivery terms, packaging requirements, and product specification sheets for each type of gas or mixture of gas being offered in accordance with the best industry standards and practices.
3. The vendor must submit information on three (3) references to which the vendor has provided laboratory gases and equipment as identified in Section 3 - Technical Specifications. The information provided shall include the name, address, contact number and/or e-mail of the references.

4. Vendor shall provide an on-line ordering system to place and check orders. Vendor is required to submit with their submittal information on how to access their on-line ordering system.

The County may allow vendors to submit any missing or required documentation during the bid evaluation period.

2.4 **PRICE ADJUSTMENT**

The initial contract prices resultant from this Solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to completion of each one year period of the contract, the County may consider an adjustment to price effective the next contract year based on changes in the following pricing index: Industrial Gas Manufacturing Series Id: PCU325120325120.

It is the vendor's responsibility to request any pricing adjustment under this provision. The request for adjustment must be submitted 90 days prior to expiration of the then current contract year. The adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded vendor has agreed to maintain the then current pricing. Any adjustment request received after the annual contract anniversary date will only be considered for the following contract year. The County reserves the right to reject any price adjustments submitted.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.5 **EXAMINATION OF SITE (RECOMMENDED)**

Prior to submitting its offer it is advisable that the bidder visit the Medical Examiner's Office to view the existing carts and become familiar with the materials, measurements and labor required to construct the carts. No additional allowances will be made because of lack of knowledge of the requirements.

Site Visit Location, Date and Time:

Medical Examiner Department
1851 N.W. 10 Avenue
Miami, FL 33136

Date: August 22., 2017 Time: 10:30 a.m.

2.65 **DELIVERY**

The vendor shall make deliveries within two (2) calendar days after the date of the order or as specified on 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 vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that the County can appropriately consider a revised delivery schedule.

Should the vendor fail to deliver in the number of days stated above, the County reserves the right to cancel the

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contract on a default basis. If the contract is terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs.

Delivery and pickup requirements:

- 1) Vendor must be prepared to deliver ordered gases to the tank loading dock of the department; off load the tanks to the storage room on the dock, and pick-up all empty tanks during this period.
- 2) Vendor must provide a written receipt upon delivery, indicating tanks delivered and empty tanks picked up.

Delivery requirements for liquid gases (nitrogen):

- 1) Vendor will provide a means to electronically monitor the contents of the bulk liquid nitrogen storage tank. remotely so as to provide routine schedules of deliveries and automatic replenishment of the tank.
- 2) Vendor must schedule automatic deliveries to maintain the necessary liquid nitrogen volume so as to not disrupt laboratory operations.
- 3) Vendor must notify the laboratory in advance of any delays and provide an expected date of delivery.

The vendor must agree to replace, within 2 business days of notification, any defective or leaking tank or any tank containing gas that is determined by the toxicology laboratory to not meet purity specifications indicated by high background or the detection of a contaminant gas.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendor(s) shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization.

If the vendor is in doubt about any aspect of material pick-up, the vendor shall contact the appropriate user department to confirm the authorization.

2.76 BACK ORDER DELAYS

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified, and no grace period because of back order situations is allowed, unless the user department issues written authorization, and a new delivery date is mutually established.

2-2.78 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, in full compliance with the specifications and requirements set forth in this contract.

All products will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance, appropriate invoicing, and warranty conditions. If a vendor provides product(s) that do not meet the specifications and requirements of this contract, prior either to acceptance or upon initial inspection, the item will be returned, at vendor's expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.98 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items within this solicitation, which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract.

Any additional items required may be purchased as needed. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar services or items.

The County reserves the right to award these similar items to the primary vendor or, to acquire the items through another means.

2.109 ADDITIONAL FACILITIES / DELETION OF FACILITIES

Although this solicitation identifies a specific facility to be serviced, it is hereby agreed and understood that any County department or agency facility may be added or deleted when such service is no longer required during the contract period.

2.110 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). All gas cylinder labeling must meet US Department of Transportation (DOT) and Occupational Safety and Health Standards (OSHA) Regulations and Specifications (Standards – 29 CFR, Section 1910) including, but not limited to, legible markings and proper color coding of cylinders for the purpose of identifying the gas content with either the chemical or trade name of the gas. Such markings shall be by means of stenciling, stamping or labeling, and shall not be readily removable.

2.124 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Permitting, Environment, and Regulatory Affairs, 701 N.W. 1 Court, 4th Floor. Miami, Florida 33136, Telephone (305) 372-6789.

2.132 TESTING OF RANDOM SAMPLES OF DELIVERED PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered items do not conform to the specifications, the County shall require replacement within a reasonable length of time and may cancel the contract for default.

2.14 EMERGENCY SERVICE

In the event a State of Emergency is declared by Miami-Dade County, the vendor shall provide 24-hour service for emergency delivery to the County Departments. Delivery shall be made throughout the duration of the State of Emergency within four (4) hours of notification by the County. Vendor may be required to maintain

their current pricing for the duration of the State of Emergency. The vendor shall coordinate efforts with Miami-Dade County in delivering services outside the normal schedule as required under this solicitation.

2.15 MINOR REPAIRS

In the event any minor repairs are required to cylinders, storage tanks, or other items associated with the provisions on this solicitation, the user department may choose to obtain a written estimate from the awarded vendor.

The user department will request a written estimate of a firm fixed price for the repair service required. The vendor's written estimate shall include the labor and material charges separately; and the vendor shall not proceed with any repair work without the explicit written permission from an authorized County representative on this contract.

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SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE

The Toxicology Laboratory utilizes various ultra-high purity gases in its daily operations. These gases are ~~used~~ used ~~the~~ in the routine operation of gas chromatographs (GC), liquid chromatographs (HPLC), gas chromatograph-mass spectrometers (GC/MS and GC/MS/MS) and liquid chromatograph-mass spectrometers (LC/MS/MS and LC-Ion trap MS/MS). Depending on the gas, they may be used as carrier gases in GC and GC/MS systems, as reaction gases in detectors and mass spectrometer sources, as collision gases in MS/MS systems, or drying gases in ultra-high sensitive LC/MS ion sources. In all cases the gases must not provide a level of background contamination that will hinder the operation and sensitivity of the instruments to the degree that the ability to measure trace analytes in the parts-per-billion (ppb) and parts-per-trillion (ppt) range is diminished. The gases included are the following:

- 1) Helium – Ultra-high purity (99.995%)
- 2) Nitrogen – from liquid nitrogen
- 3) Hydrogen – ultra-high purity (99.995%)
- 4) Argon – ultra-high purity (99.995%)
- 5) Air – ultra high purity (99.99%)
- 6) Carbon Dioxide

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3.2 GENERAL SPECIFICATIONS

County Departments utilize various types of gases for their daily operational needs, in this section County Departments are listed under specific groups. This is only for informational purposes. The County Departments will avail themselves of any type of gas listed on this solicitation on as needed when needed basis.

GAS PURITY VERIFICATION

- 1) Vendor must provide new tanks and valves properly maintained and set aside for laboratory's supply.
- 2) Vendor must be prepared to furnish and deliver the required ultra-high purity instrument gases as described; for the purposes of trace level chemical analysis.
- 3) The vendor must have prior experience providing gases to laboratories utilizing their products to perform trace analysis (ppb –ppt) using the instruments listed above.
- 4) Vendor must be able to provide a certificate of analysis on all gas deliveries as necessary and when requested by laboratory.
- 5) Certificate shall state the type of analysis performed and the results of the testing; indicating the percentages of contaminants and lowest detection limits of the testing method; and in the case of liquid nitrogen the

analysis, should state whether the results are for the liquid or gas phase.

- 6) Vendor must use gas valves and fittings specifically for use on tanks of high purity laboratory gases

COMPRESSED GAS:

1. HELIUM

For use in GC, GC/MS/MS, and LC/MS/MS
Compressed gas
Tank size: approximately 9" x 51" (size 300)
Valve outlet (CGA): 580

Guaranteed analysis of:
Purity Min: 99.995% Ultra-High Purity grade
Oxygen: less than 1 ppm
Nitrogen: less than 1 ppm
Water: less than 1 ppm
Total Hydrocarbons (THC): less than 0.5 ppm
Demonstrated purity with GC trace analysis

2. HYDROGEN

For use as a detector fuel gas in gas chromatography with flame ionization and nitrogen specific detectors
Compressed gas
Tank size: 330
Valve outlet (CGA): 350
Guaranteed analysis of:
Purity minimum: 99.995% Ultra-High Purity
Oxygen: less than 1 ppm
Water: less than 2 ppm
Total hydrocarbons (THC): less than 0.5 ppm
Carbon dioxide: less than 0.5 ppm
Carbon monoxide less than 0.5 ppm
Nitrogen less than 5 ppm
Demonstrated purity with GC trace analysis utilizing ECD and NPD systems

3. AIR

For use in GC, GC/MS/MS, LC/MS/MS
Compressed gas
Tank size: 300
Valve outlet (CGA): 590
Guaranteed analysis of:
Purity minimum: 99.99% Ultra-zero
Water: less than 2 ppm
Total hydrocarbon (THC): less than 1 ppm
Carbon dioxide: less than 1 ppm
Carbon monoxide: less than 0.5 ppm

4. ARGON

For use as a collision gas (CID) in triple quadrupole gas chromatography-mass spectrometry
Compressed gas
Tank size: 300

Valve outlet (CGA): 580
Guaranteed analysis of:
Purity minimum: 99.995% Ultra-high purity
Oxygen: less than 1 ppm
Water: less than 1 ppm
Nitrogen: less than 5 ppm
Total hydrocarbons (THC): less than 1 ppm
Demonstrated purity with GC/MS/MS analysis

5. **CARBON DIOXIDE**

For use in the preparation of dry ice for preserving biological specimens for shipment
Industrial grade
50 lb tank with siphon tube

LIQUID NITROGEN SPECIFICATIONS

The Toxicology Laboratory utilizes nitrogen gas at large volumes each day as detector make-up gas in chromatographs, as a drying gas in the ion sources of LC/MS/MS instruments and as a neutral gas to evaporate solvents from extracts without adding contamination or moisture. Depending on need, usage could range from 40,000 ~~– 50,000~~ ~~25,000~~ ~~30,000~~ scf/month of nitrogen gas with a minimum delivery pressure of 100psig. Utilizing a Microbulk (450L) liquid nitrogen storage tank will be required to maintain supply.

This contract will include the following for the liquid nitrogen micro-bulk system:

- a. The vendor will install the necessary micro-bulk storage tank, gas, lines, manifolds and regulators as necessary at no additional costs; including adapting as necessary to the buildings system.
- b. The bulk storage tank should not exceed 500 liters in size and provide the necessary evaporators to optimize the gas formation more efficiently.
- c. The vendor must provide communication equipment as part of the storage tank that allows them to remotely monitor the tank condition and volume of gas in storage so that they can schedule delivery of liquid nitrogen independent of laboratory.
- d. The vendor will schedule routine liquid nitrogen delivery and tank maintenance as necessary.
- e. Vendor will maintain and repair tank and manifold system as necessary at no additional cost.
- f. The storage system must maintain a supply pressure of at least 100 psi of high purity nitrogen gas to the laboratory.
- g. Storage system shall provide digital monitoring instruments to allow the laboratory to observe usage and volume of gas in storage.
- h. Medical Examiner toxicology laboratory reserves the right to evaluate the quality of gas and service provided.
- i. Must have prior experience selling and providing liquid nitrogen in micro-bulk quantity to remote sites using the Microbulk™ system.
- j. Must have prior experience managing fixed liquid nitrogen tanks, including installation and maintenance.
- k. Must have prior experience providing specialty gases, including nitrogen, to laboratory facilities for sensitive analytical instrumentation that includes gas chromatography and mass spectrometry.
- l. Must be capable of remotely monitoring storage tanks to anticipate service and to schedule refills.
- m. Must be able provide service on a scheduled and regular basis to provide an uninterrupted source of nitrogen gas to the laboratory.
- n. Must be able to access the storage tank in the building to deliver liquid nitrogen refills as necessary.
- o. Storage tank must be sufficiently insulated to minimize venting and gas waste.

- p. Storage tank must be capable of delivering nitrogen at a minimum of 100 psi to the laboratory.
- q. Storage tank must be able to fit in current space allocated for liquid nitrogen.
- r. Vendor must be able to install tank in building space including hooking into gas lines in current space.
- s. Delivery service should be scheduled to coincide with normal business hours for the department.

EQUIPMENT REQUIREMENTS

- a. The vendor must provide tanks and valves warranted against defects, leaks and contamination
- b. The vendor must deliver tanks with secured and protected valves free of excessive rust or indications of valve damage.
- c. The vendor must deliver gases in properly labeled and identified tanks that have undergone proper hydrostatic testing and certifications.

CYLINDERS

Cylinders shall have the approved American National Standard Compressed Gas Cylinder Valve Outlet and Inlet Connections as specified in Section 1910 of the OSHA Regulations (Standards – 29 CFR) for each gas used. All valves must be functioning properly at the time of delivery.

In the event the cylinders do not meet the criteria, the Contactor will be responsible for the repair and/or replacement of the cylinders at no additional cost to the County.

Contactor is responsible for filling the cylinders to the maximum capacity allowable by the manufacturer. In the event an odd size cylinder not listed on the Bid Proposal Form needs to be refilled, the Contactor will charge the standard cost per cubic foot of the gas requested.

Cylinders that have exceeded their authorized service life shall be removed from County property by the Contactor and may be properly transported for reprocessing or disposal of the cylinder's contents. Prior approval for cylinder removal shall be obtained from an authorized County representative.

CYLINDER EXCHANGE

Cylinders delivered for exchange shall be in compliance with all OSHA/DOT safety regulations and standards. Exchanged cylinders shall be unlabeled as to ownership.