

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01219

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: FB-01219-S1
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Medical, Industrial Gases and Related Items - Group 11

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

Issuing Department: WASD
 Contact Person: Princess Brown
 Phone: 305.375.3020

Estimate Cost: 959,596.55

Funding Source:
 GENERAL
 FEDERAL
 OTHER Proprietary

ANALYSIS

Commodity Codes:	430-48	430-92		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to SPD:

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

The purpose of this solicitation is to establish a contract for the purchase of Industrial Grade Liquid Oxygen for various Miami-Dade County (County) departments 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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the 60th month.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible bidder. The bidder's price will be determined by multiplying the estimated quantity by the unit price per item and then totaling the resultant amount.

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

2.4 GROUP REQUIREMENTS

Bidders shall provide the following documentation with bid submittal:

2.4.1 Bidder shall submit emergency contact information for 24-hour contact. (See Emergency Service Section 2, Paragraph 2.17). The Bidder agrees by the submission of their bid to prioritize delivery to the Miami-Dade Fire Rescue Department in cases of emergencies or natural disasters.

2.4.2 Bidders shall be one of the following for the products offered:

- a. A manufacturer – Must indicate they are the product manufacturer on company letterhead and provide a verifiable webpage or product list.
- b. Distributor – Must submit a letter on manufacturer's letterhead stating the Bidder is an authorized distributor.
- c. Reseller – Must submit a letter on distributor's letterhead stating the Bidder is an authorized reseller of the distributor.

The County may, at its sole discretion and in its best interest, allow the Bidders to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide all of the above contract requirements may render the Bidders proposal non-responsive.

2.5 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS

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 subsequent 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: All Urban Consumers, All Items, Miami, Fort Lauderdale, West Palm Beach Area / Series Id: CUURS35BSA0, CUURSS35BSA0.

It is the bidder'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 bidder 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.

2.6 **SMALL BUSINESS ENTERPRISE (SBE) BID PREFERENCE**

This project contains a Bid Preference, refer to Section 1, General Terms and Conditions, 1.44 Small Business Enterprise Measures for further details.

2.7 **INSURANCE REQUIREMENTS**

Section 1.22, Insurance Requirements of the General Terms and Conditions, Paragraph A, No. 2 and No. 3 are amended to add the following language:

Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit including premises/products and completed operations coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

2.8 **DELIVERY**

The Bidder 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 bidder(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 bidder. In these cases, the bidder 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 bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the 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 bidder with any re-procurement costs. Certain County employees may be authorized in writing to pick-up materials under this contract. Bidder(s) shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, the bidder shall contact the appropriate user department to confirm the authorization.

2.9 **BACK ORDER DELAYS**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder 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. In the event that the lowest awarded bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order and seek the items from the next lowest priced bidder.

2.10 **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 bidder 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 bidder's expense, to the bidder. 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.

2.11 PURCHASE OF OTHER ITEMS

There may be similar items that must be purchased by user departments during the term of the contract resulting from this solicitation. Under these circumstances, a County representative may obtain a price quote for similar items. The County reserves the right to award similar items to a awarded vendor based on the price quoted, to negotiate a price with a awarded vendor for these similar items, or to acquire the items through a separate solicitation.

2.12 ADDITIONAL DEPARTMENTS AND DELIVERY FACILITIES / DELETION OF DEPARTMENTS AND FACILITIES

Although this solicitation identifies specific departments and delivery facilities, it is hereby agreed and understood that any County department, delivery facility or agency may be added or deleted during the contract period.

2.13 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.

2.14 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 bidder through the Department of Regulatory and Economic Resources Department, 701 N.W. 1 Court, 4th Floor. Miami, Florida 33136, Telephone (305) 372-6789.

2.15 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.

2.16 SEPARATE DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this contract.

Any rental or demurrage costs for such containers that are normally charged by the bidder must be reflected in

the unit prices offered by the bidder.

EXEMPTION: Cylinder rental prices shall be quoted on the basis of thirty (30) days of free usage, with demurrage charges to be assessed daily from the thirty-first day on. Rented cylinders will be returned to the Vendor when empty or at the expiration of the contract period.

2.17 EMERGENCY SERVICE

In the event a State of Emergency is declared by Miami-Dade County, the bidder 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. Bidders may be required to maintain their current pricing for the duration of the State of Emergency. The bidder shall coordinate efforts with Miami-Dade County in delivering services outside the normal schedule as required under this solicitation. If the awarded Bidder cannot provide the requested products during a State of Emergency, the County reserves the right to obtain the products and pricing from the next lowest bidder or the open market.

2.18 MINOR REPAIRS

In the event any minor repairs are required to cylinders, storage tanks, or other items associated with the provisions in this solicitation, the County may choose to obtain a written estimate from the bidder(s) on the contract. The County will then request a written estimate of a firm fixed price for the repair service required.

The bidder's written estimate shall include the labor and material charges separately; and the bidder shall not proceed with any repair work without the explicit written permission from an authorized County representative on this contract.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

The awarded bidder shall furnish and deliver Industrial Grade Liquid Oxygen to various Miami-Dade County Departments.

3.2 GENERAL SPECIFICATIONS

County Departments will avail themselves of Industrial Grade Liquid Oxygen on this solicitation on an as needed basis.

1. GAS PURITY

a. The awarded bidder must provide a certificate of analysis, upon request, for the gases supplied. the certificate must state the type of analysis performed and its lowest detectable limits.

b. Purity of gases must be stated in either weight percent or volume percent and the units stipulated.

2. CYLINDERS

a. 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 - 29CFR) for each gas used. All valves must be functioning properly at the time of delivery.

b. All cylinders shall be clearly labeled with all applicable current inspection certifications in accordance with OSHA standards Section 1910 and U.S. Department of Transportation Section 49 CFR Part 173.

c. The awarded bidder shall provide written guarantees on the integrity of the cylinders and the mixtures and purity of the gases offered. This information must be provided with the product specifications sheets for each type of gas or mixture of gas being offered in accordance with the best industry standards and practices.

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

e. The awarded bidder is responsible for filling the cylinders to the maximum capacity allowable by the manufacturer. In the event an odd size cylinder not listed needs to be refilled, the awarded bidder will charge the standard cost per cubic foot of the gas requested.

f. Cylinders that have exceeded their authorized service life shall be removed from County property by the awarded bidder and shall 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.

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

3. EXCEPTION

Miami-Dade Fire Rescue (MDFR) owned cylinders shall not be exchanged with other entities or County Departments and must be returned to MDFR. All MDFR "D", "H" and "M" cylinders are the property of MDFR.

4. HYDROSTATIC TESTING

a. Hydrostatic testing shall be performed on all cylinders prior to delivery and certified for a minimum of five (5) years. The awarded bidder shall apply the appropriate certification seal to all cylinders tested.

- b. Hydrostatic testing shall be performed on oxygen cylinders by the awarded bidder within no more than a period of sixty (60) days prior to delivery. MDFR will be responsible for detecting and separating cylinders that need hydrostatic testing.
- c. The awarded bidder shall be responsible for furnishing, repairing and hydrostatic testing of all cylinders at no cost to the County. In addition, the awarded bidder shall indicate cylinder numbers on their invoices and not a gas type code.

3.3 **SPECIFICATIONS FOR DEPARTMENTS**

The following Department have specific requirements:

(A) WATER AND SEWER (WASD)

The item below is specific to WASD only.

(1) INDUSTRIAL GRADE LIQUID OXYGEN (LOX)

- a. The industrial grade liquid oxygen shall be a minimum guaranteed purity 99.5%, less than 0.5% inert ingredients, 80 degrees F. dew point or lower, industrial grade "B" LOX.
- b. Delivery of liquid oxygen shall be by tank truck, with the awarded bidder providing all hoses, fittings and valves necessary to off/load the liquid oxygen into the storage tanks; tanks are fitted with industry standard fittings for loading. Tank trucks carry an estimated 4,500 gallons of LOX @ 70 degrees, equal 115.1 standard cubic feet.
- c. The liquid oxygen will only be ordered as required if the Miami-Dade County Wastewater Treatment Plants cannot manufacture sufficient liquid oxygen for its needs. There may be occasions where the quantities required will reach a maximum usage level of 189,000 gallons (three (3) tank trucks per day for 2 weeks). The awarded bidder must consider this scenario when submitting their bid price and be able to guarantee the supply accordingly. Any surplus above the maximum usage level will allow the awarded bidder to submit a price adjustment for that particular emergency. If the awarded bidder cannot provide the liquid oxygen for that emergency, WASD reserves the right to obtain the product and pricing from the next lowest bidder or another bidder as necessary.

The following sites will require liquid oxygen delivery:

North District Wastewater Treatment Plant

2575 N.E. 151 St, N. Miami Beach, FL 33160

Size and number of Liquid Oxygen storage tanks: One (1) each: 60,000 gallon sphere

Size and number of Liquid Oxygen storage tanks: One (1) each: 30,000 gallon tank

Central District Wastewater Treatment Plant

3989 Rickenbacker Causeway, Miami, FL 33149

Size and number of Liquid Oxygen storage tanks: Four (4) each: 15,000 gallon tanks

South District Wastewater Treatment Plant

8950 S.W. 232 St, Goulds, FL 33170

Size and number of Liquid Oxygen storage tanks: Four (4) each: 15,000 gallon tanks

Alexander Orr Jr. WTP

6800 SW 87 Ave, Miami, FL

Black Point (South District WWTP)
8950 SW 232 St, Miami, FL

Distribution
1001 NW 11 St, Miami, FL

Hialeah WTP
800 W. 3 Ave, Hialeah, FL

Interama (North District WWTP)
2575 NE 151 St, N. Miami Beach, FL

John E. Preston Water Treatment Plant
1100 W. 2 Ave, Hialeah, FL

Virginia Key (Central District WWTP)
3989 Rickenbacker Causeway, Miami, FL

Westwood Lakes
4801 SW 117 Ave, Miami, FL