**DEPARTMENTAL INPUT**

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

**Requisition/Project No:** RQCR1600006

**TERM OF CONTRACT:** 5 years with no Options-to-Renew

**Requisition/Project Title:**

**Description:** The purpose of this solicitation is to establish a contract for the purchase of Food Bags Casings and Clips for Miami-Dade Corrections and Rehabilitation Department on as needed basis.

**User Department(s):** Miami-Dade Correction and Rehabilitation Department

**Issuing Department:** Internal Services Department, Procurement Management Division

**Contact Person:** Claudia Portocarrero **Phone:** 305-375-4252

**Estimated Cost:** $300,000.00

**Funding Source:** General Funds

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**ANALYSIS**

**Commodity/Service No:** 160-46

**Trade/Commodity/Service Opportunities**

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**Contract/Project History of Previous Purchases For Previous Three (3) Years**

**Check Here_____ if this is a New Contract/Purchase with no Previous History**

**EXISTING**

**2ND YEAR**

**3RD YEAR**

**Contractor:**

**Small Business Enterprise:**

**Contract Value:**

**Comments:**

**Continued on another page(s):_____Yes _____No**

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**RECOMMENDATIONS**

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<th>SBE</th>
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<th>Sub Contractor Cost</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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**Basis of Recommendation:** Maintain SBE Bid Preference as current contract

**Signed:** Claudia Portocarrero **Date to DBD:** 04/05/2016

**Date Returned to DPM:**

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4/5/2016
SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Food Bags Casings and Clips for Miami-Dade Corrections and Rehabilitation Department on as needed basis.

2.2 TERM OF CONTRACT SIXTY (60) MONTHS

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 Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60) month.

2.3 METHOD OF AWARD: TO LOWEST PRICED BIDDER BY GROUP

Award of this contract will be made to the lowest priced responsive, responsible bidder on a group-by-group basis. To be considered for award for a given group, the bidder shall offer prices for all items within the given group. The County will then select the bidder for award for each group by totaling either the unit prices for all of the items within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be deemed non-responsive.

2.4 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

Bidder's prices shall remain fixed and firm for a period of no less than twelve (12) months from the time of contract commencement. After the twelve (12) month period, bidder shall have the option to request price adjustments prior to each contract anniversary date. The County will consider a price adjustment based on the last eight (8) actual percentage changes on the Producer Price Index (PPI) for Commodity Code 326111-(Plastics Bag Manufacturing), as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidder's responsibility to request any pricing adjustment under this provision and the request shall be submitted 90 days prior to the contract anniversary date. The bidder adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the upcoming contract year shall commence pricing adjustment. Any adjustment request received after the commencement of a new annual period may not be considered.

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 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:
___X___: Product Information Sheets

_____: Product Samples with Initial Offer

___X___: Product Samples Upon Specific Request

_____: Product labels

_____: Performance Test Results

If an "equal" product may be considered by the County in accordance with the Bid Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also for product information submittals, all supporting documentation submitted by the bidder must in demonstrate how the product meets the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the product(s) described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in the offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid Submission Form are the only products that will be accepted under this solicitation.

2.6 DELIVERY SHALL BE FIFTEEN (15) DAYS AFTER DATE OF ORDER

The awarded bidder shall make deliveries within fifteen (15) calendar days after the date of the 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 a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has 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. Awarded bidder(s) shall require presentation of this written authorization. The awarded bidder(s) shall maintain a copy of the authorization. If the awarded bidder(s) is in doubt about any aspect of material pick-up, awarded bidder(s) shall contact the appropriate user department to confirm the authorization.

2.7 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) CALENDAR DAYS

If the awarded bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the bidder's manufacturer or distributor; the awarded bidder shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The awarded bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder under this contract for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 PACKING SLIP/Delivery TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The awarded bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip 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 or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items and quantities being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.9 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. Under these circumstances, a County representative will contact the awarded bidder(s) to obtain a price quote for the similar items. If there are multiple awarded bidders on the contract, the County representative will obtain price quotes from these bidders. The County reserves the right to award these similar items to the awarded bidder(s), based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.10 STOCK LEVELS SHALL BE MAINTAINED BY AWARDED BIDDER(S)

The awarded bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery.

2.11 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. The awarded bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent from Procurement Management Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item.
SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

These specifications cover the acquisition of Food Bags Casings and Clips for the Miami-Dade Corrections & Rehabilitation Department's Food Service Bureau.

3.2 REQUIREMENTS

These food bags casing shall be similar in basic design and performance to the following models or approved equal. Award will be for either Group A (Sections 3.2.1 and 3.2.2) OR Group B (Sections 3.2.3 and 3.2.4) only. Award of items shall be at Miami-Dade County's discretion only.

GROUP A

3.2.1 10” x 30” co-extruded cook/chill bag. Thickness is to be no less than 4.5 mil. Casing must be Angle Heat Sealed (AHS), with quadruple seals only on one end. After filling, the open end is then closed with a metal clip. Casing must withstand temperature extremes ranging from 212° F to below zero in freezer storage. Casings must withstand transfer from deep freeze to hot water for reheating. Product must not contain BPA (Bisphenol A). Bag shall be clear or translucent, no coloring. Plascon #1045-30-5105-AHS or approved equal.

3.2.2 12” x 24” co-extruded cook/chill bag. Thickness is to be no less than 3.0 mil. Casing must be Angle Heat Sealed (AHS), with quadruple seals only on one end. After filling, the open end is then closed with a metal clip. Casing is used in cook tanks for cooking liquid or solid ingredients. Casing must withstand temperature extremes from cook tank to water chilling, and refrigerated or freezer storage. Product must not contain BPA (Bisphenol A). Bag shall be clear or translucent, no coloring. Plascon #1230-24-5105-AHS or approved equal.

GROUP B

3.2.3 Cryovac #C5045 10” x 30” co-extruded, cook/chill bag, multi-layered poly/nylon barrier film that is translucent. Thickness is to be no less than 4.5 mils. Casing must be angle sealed with quadruple seals only on one end. After filling, the open end is then closed with a metal clip. Casing must withstand temperature extremes, which may range from 212° F during cooking to below zero in freezer storage. Casings must withstand the transfer from deep-freeze to hot water for reheating.

3.2.4 Cryovac #C5030 2” X 24” co-extruded, multi-layered poly/nylon barrier film that is translucent and no less than 2.4 mils thick. Casing must be angle sealed with quadruple seals only on one end. After filling, the open end is then closed with a metal clip. This is a shrinkable cook-in bag for cook and-ship materials. This bag is used in cook tanks for cooking items such as roasts in the bag. Product must develop excellent film-to-product adhesion to increase yield by reducing or eliminating cook out. Shrink to smooth, tight, wrinkle free service.

GROUP C

Food Casing Clips compatible with Tipper Tie Model CVGML machine. Clips shall be chemically acceptable for the use in packaging material which is in contact with meat and poultry products. Clips shall comply with the Federal, State and Local Food Additive Regulations. Tipper Tie Z401 clips or approved equal.

Group C will be awarded in combination with either Group A OR Group B as stated in Section 3.2 above.
SECTION 4 - BID SUBMITTAL

In accordance with Section 3.2 Technical Specifications: These food bag casing shall be similar in basic design and performance to the following models or approved equal. Award will be for either Group A (Sections 3.2.1 and 3.2.2) OR Group B (Sections 3.2.3 and 3.2.4) only. Award of items shall be at Miami-Dade County’s discretion only. Group C will be awarded in conjunction with either Group A or Group B as stated in Section 3.2.

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<th>Description Per Sections 3.2.1 &amp; 3.2.2</th>
<th>Unit Price</th>
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<tr>
<td>1</td>
<td>120,000 Each</td>
<td>10&quot; x 30&quot; co-extruded cook/chill bag Plascon #1045-30-5105-AHS or approved equal.</td>
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