

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **IG9184-3/14-3**

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES NO

Requisition No: RQID1400083 Term of contract: 5 years with no option-to-renew

Requisition/Project Title: Disposable Diapers and Related Items

Description: The purpose of this solicitation is to establish a contract for the purchase of disposable diapers and related items in conjunction with the County's need on an as needed when needed basis.

User Department(s): MDPHA / CAHSD

Issuing Department: Internal Services Department Procurement Management Division

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

Estimated Cost: \$442,810.00 Funding Source: Federal

ANALYSIS			
Commodity/Service No: <u>475-67 / 850-40</u>		SIC:	
Trade/Commodity/Service Opportunities			
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			
EXISTING		2 ND YEAR	3 RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS				
SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		

Basis of Recommendation:

Signed: Martha Garofolo

RECEIVED
 DEPT. BUSINESS DEV.
 2014 APR -2 PM 4:16

Date to SBD: 4/2/14
 Date Returned to ISD: 2/12/14

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

The purpose of this solicitation is to establish a contract for the purchase of disposable diapers and related items in conjunction with the County's need on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Bid Preference) * PENDING SBD REVIEW*

Refer to Section 1, General Terms and Conditions, Subsection 1.43, Small Business Enterprises Measures.

2.3 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.

2.4 METHOD OF AWARD

Award of this contract will be made to three (3) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. 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.

2.5 PRICES 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: Consumer Price Index (CPI), All Urban Consumers, Other goods and services, Miami-Fort Lauderdale. 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.

2.6 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bids, the vendors may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County.

If samples are required, the County will notify the vendors of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the vendors name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the vendor fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the vendors bid for that item(s); provided however, that in the event of a group or aggregate award, the vendors bid will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis.

Any costs for testing shall be borne by vendor. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the vendor during the contract period shall conform to the sample submitted.

The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.7 DELIVERY

The vendor shall make deliveries within ten (10) 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 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 a revised delivery schedule can be appropriately considered by the County. Should the vendor (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 vendor with any re-procurement costs. If the vendor 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. Vendors 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, vendor shall contact the appropriate user department to confirm the authorization.

2.8 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION

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.

If there are multiple vendors on the contract, the County representative shall also obtain price quotes from these vendors. The County reserves the right to award these similar items to the primary vendor or, another vendor based on the lowest price quoted, or to acquire the items through another means.

2.9 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since the goods, that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

(A) MIAMI-DADE HOUSING (PHCD) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded will be used by (PHCD). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference).
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

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).

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE**

To provide disposable diapers and related items in conjunction with the County's need on an as needed when needed basis.

The following is a sample listing and is not limited to the various types of disposable diapers and related items:

Prevail Underwear Super Plus/Maximum Absorbency Pull-Ups "No Substitution"

1. Small / Youth 20" - 34"
4 Bags per case 22 - (88ct)
Mfg. # PV-511
2. Small / Medium 34" - 46"
4 Bags per case 18 - (72ct)
Mfg. # PVS-512
3. Large 44" - 58"
4 Bags per case 16 - (64ct)
Mfg. # PVS-513
4. X-Large 58" - 68"
4 Bags per case 14 - (56ct)
Mfg. # PVS-514

Prevail Stretch Fit Stretch Brief Maximum Plus Absorbency "No Substitution"

5. Medium 32" - 44"
6 Bags per case 16 - (96ct)
Mfg. # PVB-012
6. Size (A) 32" - 54"
6 Bags per case 16 - (96Ct)
Mfg. # SF-A
7. Size (B) 49" - 68"
6 Bags per case 16 - (96Ct)
Mfg. # SF-B

Prevail Stretch Fit Brief Maximum Plus Absorbency XX-Large "No Substitution"

- 8. Size: 62" - 73"
Mfg. # PV-017
4 Bags per case 12 - (48Ct)

Prevail Under Pads Surface Protection "No Substitution"

- 9. Super Absorbent
30" - 30"
Peach, Mfg. # UP-100
10 Bags per case 10 - (100Ct)
- 10. Premium Super Absorbent X-Large
30" x 36"
Peach, Mfg. # PV-410
4 Bags per case 10 - (40Ct)

Bladder Control Pads Trusted for Light Bladder Leakage "No Substitution"

- 11. Maximum 11"
Mfg. # PV-916
4 Bags per case 52 - (208Ct)
- 12. Maximum Long-Jumbo Pack 13"
Mfg. # PV-915
4 Bags per case 42 - (168Ct)

Prevail Soft Pack Press-N-Pull Wash Cloth "No Substitution"

- 13. Missing Size
Mfg. # WW-710
12 packs 48 per case

First Quality Dry Washcloth

- 14. Missing Size
Mfg. # DW 501/1
16 packs 48 per case