DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

X Re-Bid

LIVING WAGE APPLIES: YES

Requisition/Project No: ROH1700022

TERM OF CONTRACT: Five Years

Description: T-shirts with a minimum of 5% recycled Cotton in the fabric

User Department(s): Department of Regulatory and Economic Resources (RER)

Issuing Department: ESD

Contact Person: A. Rodriguez

Estimated Cost: $275,000.00

Funding Source: General Funds

ANALYSIS

Commodity/Service No: 260-86, 200-10, 209-86

Trade/Commodity/Service Opportunities

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 2016 2017 2018

Contractor: Holten, Inc

Small Business Enterprise: Yes

Contract Value: $124,000.00

Comments: T-shirts made of recycled cotton are not a usual item purchased by the County. Not many companies make or carry the item.

Continued on another page(s): Yes

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td></td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>%</td>
<td></td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>%</td>
<td></td>
<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Basis of Recommendation:

Signed: A. Rodriguez

Date to SBD: 11/22/16

Date Returned to DFM: 11/22/2016
2.1 **PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of t-shirts made of environmentally friendly fabric.

2.2 **TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval 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. Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months 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 the responsive, responsible bidder 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. Items that will be provided to the County at no cost must show a zero (0) in the price line. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder. Manufacturers/styles awarded shall not be substituted for any other product without prior written approval of the county, see paragraph 2.9.

If an awardee defaults, the County shall have the right to negotiate with the next responsive, responsible bidder for that item.

2.4 **PRICES**

The prices proposed by the awarded bidder(s) shall remain fixed for a period of no less than twelve (12) months after the commencement of the contract. After this period, the bidder may submit a price adjustment to the County based on documented price adjustments by the product manufacturer. Acceptable documentation for an adjustment may be an email or letter by the item Manufacturer to all its distributors notifying them of an adjustment. Adjustments greater than five percent on any item will be disallowed. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

It is the bidder's responsibility to request any price adjustment under this provision. The bidder's request for adjustment must be submitted to the County's Internal Services Department for review no more than 90 days or less than 45 days prior to expiration of the then current contract period.
The County reserves the right to reject any price adjustments submitted by the bidder or to negotiate lower pricing during the contract period based on market research information or other factors that influence price.

2.5 "EQUAL" PRODUCT

Unless otherwise specified, the mention of a particular manufacturer's brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. The reference is intended solely to designate the style, color and type or quality of merchandise that will be acceptable.

The determination as to whether any alternate product is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination.

2.6 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by County department 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 representative of Internal Services Department, Procurement Management Division will contact the awarded bidder's to obtain a price quote. Award of these items will be made as described in paragraph 2.3. In cases where a product has been awarded and additional sizes, colors or services are required by the County, the bidder awarded the item shall be solicited for the new requirement. The County retains the right to reject any quote received and purchase the item through other means.

2.7 SAMPLES

Samples may be required from bidders being considered for award, if so they shall be submitted within ten (10) calendar days of request. Samples supplied are to be indicative of the garments proposed in the bid. Samples must be identified with bidder name, manufacturer name and model, style number and bid item number. Samples will be carefully examined as to color, design, tailoring, workmanship and compliance to specifications. Samples are to be provided at no cost to the County. Samples must be approved by the County prior to award. The County's decision shall be final. Unsuccessful bidder(s) desiring the return of their samples after award may request them. The cost of returning such samples shall be borne by the bidder. Samples not returned to the bidder shall be disposed of by the County within thirty days of the contracts award.
Any sample(s) submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the samples submitted.

2.8 INSURANCE REQUIREMENT

The insurance requirement shown in Section 1.0 paragraph 1.22 does not apply to this solicitation.

2.9 SUBSTITUTION OF ITEMS

Substitute brands or styles may be considered during the contract period for discontinued products. The bidder shall not provide any substitute item as a replacement to an awarded brand or style without express written consent of the Internal Services Department, Procurement Management Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item and supplied at the current price of the awarded item. Substitutes may also be considered in emergency situations. Excessive substitution requests may be cause to cancel the contract.

2.10 MATERIALS

This solicitation calls for the purchase of T-shirts whose fabric contains a minimum of 50% recycled cotton material content. Bidders are required to submit, with their initial offer, information from the product manufacturer attesting that the t-shirts offered by the bidder contains the minimum percentage of post-consumer recovered material.

Recycling definitions:

a. "Recovered Materials" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

b. "Recycled Product" shall be defined as any product, which is in whole or in part composed of recovered materials.

2.11 ARTWORK

At the time an order is issued by the County, the ordering department will advise the bidder of the necessary images/designs (artwork) and wording to be placed on the shirts. For an example of the scope and size of the screening required see Attachment A. This information will be provided in the user department's most current electronic method, in many cases this will be as a jpeg file or in other forms such as web screen grabs or photographs. It is incumbent on the bidder to have the necessary expertise and or computer programs to convert the submitted image to an image that their equipment can process. When artwork is presented in this form a onetime flat fee may be charged for its conversion into a format that the contractor can use.
Prices bid for shirts shall include any flashing necessary, logo(s) or images as required in the specifications (front, back, and/or sleeves).

2.12 **PRE-PRODUCTION SAMPLES**

The bidder **shall** furnish pre-production samples for approval by a County representative before notice to produce is given. The pre-production sample shall be furnished within seven calendar (7) days of receipt of the order. Completed order(s) must be made within sixty (60) calendar days of acceptance of the pre-production sample.
3.1 **SCOPE**

The purpose of this solicitation is to establish a contract for the purchase of t-shirts made of environmentally friendly fabric and required screening.

3.2 **T-SHIRT SPECIFICATIONS**

- White, both long and short sleeve, no pocket, fabric must contain minimum of 50% recycled cotton, remainder of fabric blend may be either organic cotton, polyester or recycled polyester.
- 4 color process printing on both sides, different images on front and back
- 4 color process separations
- The art screen printing fee and tee shirts is a combine fee

3.3 **RECYCLED FABRIC INFORMATION**

Information about the availability of recycled cotton fabric was found at the following sites:

Clothes Made From Scrap, email: cmfscorp@aol.com


Royal Apparel, item #6505UNN


Ecobabble

Recover Sustainable Apparel Co.
BAYNANZA 2016

Live, Love, and Clean our Bay
- Oleta River State Park
- FIU North Biscayne Bay Campus
- Haulover Beach Park
- Town of Surfside
- Pelican Harbor Marina
- Morningside Park
- Julia Tuttle Causeway
- Maurice Gibb Park: Monument & Teacher's Island
- E.G. Sewell Park
- Rickenbacker Causeway
- Historic Virginia Key Beach Park-South
- Crandon Park
- Bill Baggs Cape Florida State Park
- Vizcaya Museum and Gardens
- Shake-A-Leg Miami
- Matheson Hammock Park
- Chapland Field Park
- Deering Estate at Cutler
- Palmetto Bay Village Center
- Black Point Marina
- Biscayne National Park
- Homestead Bayfront Park