

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-02055
 Contract
 Re-Bid
 Other _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000060
 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Shrink-Wrapping Film and Services

Description:
 Contract for the purchase of shrink-wrapping film and repair and maintenance services for the existing machines at MDCR facilities.

Issuing Department: SPD
 Contact Person: David Leyte-Vidal
 Phone: 305-375-1078
 Estimate Cost/Value: 500,000
 GENERAL FEDERAL OTHER
 Funding Source: Yes

ANALYSIS

<u>Commodity Codes:</u>	66582			
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:	Sun Packaging Technology			
Small Business Enterprise:	No			
Contract Value:	472,785			
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: David Leyte-Vidal	Date sent to SBD: 7/20/22
	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 shrink-wrap sealing film and maintenance services for existing shrink-wrap machines located at the Miami-Dade Corrections and Rehabilitation Department on an as needed basis.

2.2 TERM

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 Purchase Order issued by the County. The contract shall expire on the last day of the one (1) year term.

2.3 METHOD OF AWARD

Bidders may respond to one or both groups.

2.3.1 Group 1: Supply of Shrink-Wrapping Film

Award of Group 1 will be made to the lowest-priced responsive, responsible Bidder in the aggregate who meets the submittal requirements listed below.

Submittal Requirements

- a) Bidder(s) shall provide the contact information of a designated representative that can be reached from 8:00am to 5:00pm., Mondays to Fridays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.

2.3.2 Group 2: Full-Service Maintenance Contract for Shrink-Wrapping Machines

Award of Group 2 will be made to the lowest priced responsive, responsible Bidder in the aggregate who meets the submittal requirements listed below. In order to be considered for award, Bidder shall offer pricing for all services listed. If a Bidder fails to submit an offer for all services, its overall offer may be deemed non-responsive. Bidder(s) shall provide the total annual cost, inclusive of labor, transportation, material and equipment to furnish a comprehensive program of inspections, testing, preventative maintenance, emergency repair and routine repair to keep all shrink-wrapping machines in operating conditions with Original Equipment Manufacturer (OEM) specifications.

Submittal Requirements

- a) Bidder(s) shall provide the contact information of a designated representative that can be reached twenty-four (24) hours per day, seven (7) days per week, after hours, weekends and holidays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.
- b) Bidder(s) or Bidder(s)'s Subcontractor shall be regularly engaged in the business of shrink-wrap machine services to be considered for award. Bidder(s) or Bidder(s)'s Subcontractor shall provide one (1) reference from customers to whom the Bidder(s)

or Bidder(s)'s Subcontractor has provided or is currently providing shrink-wrapping and related products and services as described throughout this solicitation. In lieu of the references from the Bidder(s) or Bidder(s)'s Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the products (Section 4: Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to provide the products.

- c) Bidder(s) must be certified by the OEM to perform repairs and maintenance services for the shrink-wrapping machines listed herein. Bidder(s) shall provide a signed OEM letter, printed on the manufacturer's letterhead, indicating that the Bidder is certified, or provide other documentation demonstrating that the Bidder is authorized by the OEM to perform the required services.

2.4 **PRICING**

A: Shrink-Wrapping Film (Group 1)

Prices for shrink wrapping film shall remain fixed and firm for a period of one (1) year after the commencement of the contract. After this period, the Awarded Bidder(s) may submit a price adjustment to the County based on an increase in Manufacturer's Suggested Retail Pricelist (MSRP), or a written notification from the manufacturer to the Awarded Bidder(s) of price increases. Documentation demonstrating such adjustments must be submitted to the County with the request for increase. Awarded Bidder(s) shall submit rate adjustment requests at least thirty (30) days prior to the end of each twelve (12) month period.

B: Labor (Group 2)

Prices for labor shall remain fixed and firm for the duration of the contract, including the hourly rates provided in Section 4. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

2.5 **EQUAL PRODUCTS AND SAMPLES**

The mention of a particular manufacturer's brand name in Section 3, Technical Specifications, does not imply that the particular brand name is the only one that will be considered for purchase. This reference is intended solely to establish the minimum quality that will be acceptable. If an equal product is to be considered by the County in accordance with Section 3, Technical Specifications, the product shall be equal in quality, standard of performance and design to the item(s) specified in the solicitation. Where an equal product is offered, Bidder(s) shall include the product's information sheet with the bid submittal. Equal products must be clearly identified by Bidder(s) in Section 4, Pricing, and must include the manufacture/brand name and model/product number. Failure to provide this information may result in rejection of the offer.

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

If samples are required, the County will notify the Bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the Bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the Bidder's bid. All samples shall become the property of Miami-Dade County. Any samples submitted shall create an express warranty that the whole of the goods to be provided by the Bidder(s) during the contract period shall conform to the samples submitted.

2.6 DELIVERY (GROUP 1)

All deliveries shall be made in accordance with good commercial practice and all required delivery time frames identified in the Purchase Order shall be adhered to by the Awarded Bidder(s), except in such cases where the delivery will be delayed due to acts of nature, strike, or other causes beyond the Awarded Bidder(s)'s control. The County shall be notified of any delays in advance of the original scheduled delivery so that a revised delivery date can be appropriately considered.

Should the Awarded Bidder(s) fail to deliver the products within the time stipulated in the Purchase Order, the County reserves the right to cancel the order on a default basis. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the products elsewhere and to charge the Awarded Bidder(s) with any re-procurement costs. If the Awarded Bidder(s) 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 products under this contract. Awarded Bidder(s) shall require presentation of this written authorization. Awarded Bidder(s) shall maintain a copy of the authorization. If the Awarded Bidder(s) is in doubt about any aspect of product pick-up, the Awarded Bidder(s) shall contact the appropriate user department liaison to confirm the authorization.

DELIVERY LOCATIONS

Awarded Bidder(s) shall deliver products and services to any of the following County facilities as specified in the Purchase Order:

Pretrial Detention Center (PTDC)
Attn: Food Services Bureau (Kitchen)
1321 NW 13th Street
Miami, FL 33125

Turner Guilford Knight Correctional Center (TGK)
Attn: Food Services Bureau (Kitchen)
7000 NW 41st Street
Miami, FL 33166

Metrowest Detention Center (MDC)
Attn: Food Services Bureau
13850 NW 41st St
Doral, FL 33178

Other delivery locations, within Miami-Dade County boundaries, may be added during the term of the contract.

2.7 WARRANTY REQUIREMENTS (GROUP 2)

In addition to all other warranties that may be supplied for products purchased from the OEM, the Awarded Bidder(s) shall warrant its services provided under this contract for a minimum of one (1) year after the date of acceptance of labor, material or equipment by the County. This warranty shall remain in force; regardless of whether the Awarded Bidder(s) is under contract with the County at the time of defect. Any payment by the County for the products and/or services does not constitute a waiver of these warranty provisions.

All repair and/or replacement parts supplied by the Awarded Bidder(s) shall be warranted for a minimum period of one (1) year after the parts have been installed in County equipment.

Awarded Bidder(s) shall be responsible for correcting any deficiency, at no additional cost to the County, within five (5) calendar days of receiving written notice of such deficiency. If the Awarded Bidder(s) fails to honor the warranty or fails to correct or replace the defective work or product(s) within the period specified, the County may (a) place the Awarded Bidder(s) in default of its contract, and/or (b) procure the services from another vendor and charge the Awarded Bidder(s) for any additional costs incurred by the County for the products and/or services.

2.8 NO PRE-EXISTING WARRANTY (GROUP 2)

The existing equipment specified under this contract is not covered under any type of warranty. Awarded Bidder(s) is solely responsible for all covered equipment from the date of award. Awarded Bidder(s) shall be fully responsible for all of the equipment "as is".

2.9 PARTS (GROUP 2)

All replacement parts shall be subject to the approval of the County. The County may, at its sole discretion, specify the parts and materials to be used to perform any services rendered under this contract. All parts provided under this contract shall be new OEM parts, free from defects, guaranteed suitable for the particular designed purpose. Non-OEM parts shall not be used unless the Awarded Bidder(s) has prior approval from the County's Project manager. Awarded Bidder(s) at its own expense shall obtain parts in the most expeditious manner available to restore the equipment in a reasonable time.

2.10 REPAIRS DUE TO FORCE MAJEURE (GROUP 2)

Although this Group provides for a full-service maintenance contracting for the shrink-wrapping machines, it is hereby agreed and understood that the County may require additional repairs due to force majeure. Force majeure include: an act of nature, war, hurricane, riot, sovereign conduct, or verifiable vandalism.

Awarded Bidder(s) will be required to perform an inspection if requested immediately after a force majeure event. When a repair is required under these circumstances, the County shall pay the Awarded Bidder(s), the hourly rate provided in Section 4. The hourly rate quoted shall be deemed to provide full compensation to the Awarded Bidder(s) for labor, equipment use, and travel time. The cost of parts shall be paid on a cost "pass-thru" basis. Awarded Bidder(s) shall charge the County the same invoice prices he or she is charged by his or her supplier. A copy of the Awarded Bidder(s)'s invoice from the supplier for parts shall be submitted with the Awarded Bidder(s)'s invoice for payment. In cases where the Awarded Bidder(s) manufactures its own parts, the Awarded Bidder(s) will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.

2.11 ACCEPTANCE OF PRODUCTS

The products to be provided shall be maintained in full compliance with industry standards and the specifications and requirements set forth in this solicitation. If products provided are found to be defective or determined not to meet the specifications and requirements of this solicitation, at the County's sole discretion, either prior to acceptance or upon initial inspection, the products will be returned to the Awarded Bidder(s), at the Awarded Bidder(s)'s expense. At the County's own option, the Awarded Bidder(s) shall either provide a direct replacement for the product or provide a full credit for the returned product. Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this paragraph.

2.12 ADDITIONAL PRODUCTS AND SERVICES

While the County has listed all major products and services within this solicitation which are required by the department in conjunction with its operations, there may be similar product(s) or services 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 products or services. The County reserves the right to award these similar products or services to the Awarded Bidder(s), based on the price quoted, to negotiate pricing, or to acquire the products and/or services through a separate solicitation.

2.13 COMPLIANCE WITH LOCAL, STATE AND FEDERAL STANDARDS AND REGULATIONS

All products and services to be provided under this contract shall be in accordance with all governmental standards and regulations to include, but not 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).

2.14 IDENTIFICATION, FACILITY ACCESS, AND RESTRICTIONS

A. Identification

All employees of the Awarded Bidder(s) must carry a valid government issued photo identification at all times. All personnel shall wear a uniform clearly displaying the Awarded Bidder(s)'s company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance. Non-uniform clothing will not be permitted.

B. Facility Access & Restrictions

Awarded Bidder(s)'s personnel shall sign the Security Log at each facility upon arrival and prior to leaving any facility identified in this solicitation. An authorized County representative shall

provide access to each facility. Awarded Bidder(s)'s personnel are forbidden to access restricted areas within the facility unless authorization has been granted by the County. For security reasons, the Awarded Bidder(s) may be escorted by the County in some restricted areas and will remain present during the services.

Awarded Bidder(s)'s personnel are not to be accompanied in the work area by any unauthorized person who is not authorized by the County (e.g.: acquaintances, and/ or family members).

C. Background Checks and Security Requirements

Awarded Bidder(s) must provide a legible copy of the "Application for Contractor Pass" Corrections and Rehabilitations Form R6-25-12, and a copy of a current Florida Driver License, or Florida Identification Card, for all employees assigned to the work in support of this contract within one week (7 days) of the start of the contract. Upon submission of each of the required documents, the Awarded Bidder(s) will be notified approximately 6 to 8 weeks following submission on whether their employee(s) have passed the background check. The background check will be paid by the County and will be at no additional cost to the Awarded Bidder(s).

Employees that are approved through the background check will report to Dr. Martin Luther King (MLK) Plaza, Corrections and Rehabilitations Department Headquarters, Program Services, 2525 NW 62 Street, Suite 2100, Miami, Fl. 33147 for a required photo and completion of mandatory training video prior to entrance into any correctional facility. Employees shall wear a company shirt with company logo and ID during all working hours.

Failure of the Awarded Bidder(s) to attain approval for their staff through the required background check and other security requirements may lead to the cancellation of this contract.

2.15 INSURANCE REQUIREMENTS

Group 1

The following insurance coverage requirement replaces the respective coverage listed in Section 1, General Terms and Conditions, Paragraph 1.22A, Commercial General Liability Insurance:

All other language in Section 1, General Terms and Conditions, Paragraph 1.22A remains unchanged.

Group 2

The following insurance coverage requirement replaces the respective coverage listed in Section 1, General Terms and Conditions, Paragraph 1.22A, Commercial General Liability Insurance:

All other language in Section 1, General Terms and Conditions, Paragraph 1.22A remains unchanged.

2.16 PRE-BID CONFERENCE AND INSPECTION OF SITE(S) (RECOMMENDED) (Group 2)

A pre-bid conference will be held on _____ 2022 at 10:00am (local time). Bidders will be given access to view and inspect the current equipment at two different locations. Bidders will first meet at the Turner Guilford Knight Correctional Center (TGK), 7000 NW 41st St, Miami, FL 33166. Afterwards, at a time to be determined once the TGK visit has concluded, all attendants will meet at the Miami-Dade County Pre-Trial Detention Center (PTDC), 1321 NW 13th St, Miami, FL 33125.

Commented [LDA(1)]: TBD

It is recommended that a representative(s) of the Bidder's firm attend this pre-bid conference, as this meeting is exempt from the "Cone of Silence", allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Bidder(s) to attend the pre-bid conference. Due to COVID-19 precautionary measures, **masks covering the nose and mouth will be required at all times**. In order to abide by physical distancing practices, **a maximum of two (2) individuals per company** will be allowed to attend the pre-bid conference meeting and walk-thru tour.

Bidders are requested to bring a copy of this solicitation document to the conference, as additional copies may not be available.

Note: In order to make the proper arrangements for the pre-bid conference, the name of the representative(s) attending the pre-bid conference, along with a copy of their driver's license must be sent via email **by _____ 2022**, to the County's Procurement Contracting Officer David Leyte-Vidal (email: David.Leyte-Vidal@miamidade.gov) with cc to the Clerk of the Board (email: clerk.board@miamidade.gov).

Commented [LDA(2)]: TBD

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Awarded Bidder(s) shall supply shrink wrap film to cover food trays for the County's inmates, and furnish a comprehensive program of inspections, testing, preventative maintenance, emergency repair and routine repair for the shrink-wrapping machines specified in this solicitation.

3.2 PRODUCTS TO BE PROVIDED

Awarded Bidder(s) shall provide shrink wrap film in conformity with the following specifications:

3.2.1 SHRINK WRAP FILM

Shrink Wrap Sealing Film,
Cryovac CT304 Shrink Film or Approved Equal
55 Gauge, 16" Centerfold, 4770 Linear Feet Per Roll
Pre-Perforated with Vent Holes for Air Evacuation

3.3 SERVICES TO BE PROVIDED

Awarded Bidder(s) shall provide services as follows:

3.3.1 FULL-SERVICE MAINTENANCE CONTRACT

- a. Awarded Bidder(s) shall provide furnish all labor, material and equipment to institute a comprehensive program of inspections, preventative maintenance, emergency repair and routine repair services on the existing County-owned shrink-wrapping machines specified in Section 4, Price Schedule.
- b. Awarded Bidder(s) shall perform preventative maintenance services on the existing machines on a weekly basis. Maintenance services shall include, but not be limited to, testing, deep cleaning and lubricating all moving parts, repairing or replacing OEM moving parts that have failed unexpectedly, operational faults, and replacing defective parts. Awarded Bidder(s) shall keep the machines in proper and safe operating conditions in accordance with OEM standards.
- c. Repairs shall be made in accordance with OEM standards and shall be performed seven (7) days per week, including weekends and holidays, twenty-four (24) hours a day. Repairs shall be performed within two (2) hours of notification, unless otherwise stipulated by MDCR.
- d. Awarded Bidder(s) shall complete repairs within the same day as arrival on-site. If repairs are not completed within this period, Awarded Bidder(s) shall immediately notify the County, in writing, stating the reason for delay and establishing a completion date.
- e. Awarded Bidder(s) shall be responsible for any loss or damage while the equipment is away from MDCR's facility and until said equipment is returned to the County's facility in good operating condition. A loaner of the same type of equipment, if required, will be furnished to the County by the Awarded Bidder(s), without additional expense.
- f. All parts used in connection with repair of the equipment shall be new standard parts manufactured by the equipment manufacturer. Awarded Bidder(s) will supply the County with the manufacturer's original packaging for any part(s) used in the service job, and will return to the County any old part(s) replaced.
- g. Anytime services are provided, Awarded Bidder(s) shall document the condition of the machines and all performed services. All service tickets must contain at minimum the following information:

- i. Date of Service
- ii. Equipment Type and Model
- iii. Location of Equipment
- iv. Serial Number
- v. Problem or Complaint
- vi. Corrective Action, Including Parts Information
- vii. Purchase Order Number
- viii. Time of Call
- ix. Name of the person reporting the problem

3.4 QUALITY ASSURANCE (INITIAL INSPECTION)

Awarded Bidder(s) within the first thirty (30) days of the contract shall report back to the department all deficiencies found after the initial inspection. If the Awarded Bidder(s) is also the previous bidder servicing the equipment on the previous contract, all deficiencies shall be repaired at the Awarded Bidder(s)'s expense. If the Awarded Bidder(s) is not the previous bidder servicing the equipment on the previous contract, the County will contact the previous bidder to bring the equipment to OEM standards.

SECTION 4: BID SUBMITTAL

GROUP 1		
2.4.1(a)	<p>Bidder(s) shall provide the contact information of a designated representative that can be reached from 8:00am to 5:00pm., Mondays to Fridays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.</p> <p>Representative Name: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	
GROUP 2		
2.4.2(a)	<p>Bidder(s) shall provide the contact information of a designated representative that can be reached twenty-four (24) hours per day, seven (7) days per week, after hours, weekends and holidays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.</p> <p>Representative Name: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	
2.4.2(b)	<p>Bidder(s) or Bidder(s)'s Subcontractor shall be regularly engaged in the business of shrink-wrap machine services to be considered for award. Bidder(s) or Bidder(s)'s Subcontractor shall provide one (1) reference from customers to whom the Bidder(s) or Bidder(s)'s Subcontractor has provided or is currently providing shrink-wrapping and related products and services as described throughout this solicitation. In lieu of the references from the</p>	

	<p>Bidder(s) or Bidder(s)'s Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.</p> <p>The references should include the customer's company name, and the contact's name, title, address, telephone number, and e-mail address of the contact person who can verify that the Bidder/key personnel/Subcontractor has successfully provided the products (Section 4: Submittal – Required Criteria). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor has sufficient expertise in the industry and its firm is properly equipped to provide the products.</p> <p>Name of Client: _____</p> <p>Description of Services Provided: _____</p> <p>_____</p> <p>Period Services Provided: _____</p> <p>Contact Person: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	
<p>2.4.2(c)</p>	<p>Bidder(s) must be certified by the OEM to perform repairs and maintenance services for the shrink-wrapping machines listed herein. Bidder(s) shall provide a signed OEM letter, printed on the manufacturer's letterhead, indicating that the Bidder is certified, or provide other documentation demonstrating that the Bidder is authorized by the OEM to perform the required services.</p>	

SECTION 4: PRICING

Shrink Wrap Sealing Film (GROUP 1)						
Description		Estimated Annual Quantity (Rolls)			Price Per Roll	
Shrink Wrap Sealing Film,(Section 3.2.1)		1200			\$	
Manufacturer/Brand Name and Model/Product No.						
Full-Service Maintenance Contract for Existing Machines (GROUP 2)						
Department/Location	Manufacturer	Type	Model No.	Serial No.	Date Installed	Annual Cost
Pre-Trial Detention Center (PTDC)	Shanklin	Fully Automatic Sealer	F1	T20024-01	2020	
Turner Guilford Knight Correctional Center (TGK)	Shanklin	Fully Automatic Sealer	F1	TBD	2022 Anticipated	
Additional Information						
Labor Rate(s)						
Hourly Rates for additional services:						
Position: _____		Rate: _____				
Position: _____		Rate: _____				
Position: _____		Rate: _____				
Position: _____		Rate: _____				
Note: Labor rates are considered to be additional information, and will not be used in determining the Awarded Bidder.						