

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00634

Contract
 Re-Bid
 Other – RFQ against EVN0000040
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EVN0000330
 TERM OF CONTRACT 2 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Janitorial Supplies and Related Items RFQ

Description: The purpose of this Request for Quote is to establish a contract for the purchase of various types of janitorial supplies, materials, and related items in conjunction with the County’s needs, on an as needed basis.

Issuing Department: SPD
 Contact Person: Margarita Velazquez
 Phone: 305-375-3065

Estimate Cost/Value: \$7,739,041.92
 GENERAL
 FEDERAL
 OTHER

Funding Source: X
X

ANALYSIS

Commodity Codes:	48500	48600			
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): <input type="checkbox"/> YES <input type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: <i>Margarita Velazquez</i>	Date sent to SBD: 7/18/23
	Date returned to SPD:

SECTION 2

ADDITIONAL/SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Request for Quote is to establish a contract for the purchase of various types of janitorial supplies, materials, and related items in conjunction with the County's needs, on an as needed basis. The resultant contract will ensure that County departments are made available various types of janitorial supplies of the highest quality chemicals, cleaning supplies, products/equipment in accordance with the terms and conditions specified on this solicitation that are eco-friendly and environmentally friendly when feasibly as furthered detailed on this solicitation.

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 writing by the County, Strategic Procurement Department. The Contract shall expire on the last day of the two (2) year term.

2.3 METHOD OF AWARD

Group 1 – Non-Federal Funded Items

Group 2 – Federally Funded Purchases

Award(s) will be made to the lowest priced responsive, responsible Bidder(s) on an item-by-item basis, for each item listed within each group, and who has been prequalified under Pool No. EVN0000040, by the time of Bid Submittal.

2.4 CONTRACT MEASURES

Group (1) Non-Federally Purchases

Pending SBD

Group (2) Federally Funded Purchases

No measures.

2.5 PRICES

The prices offered shall remain fixed and firm for the term of the contract.

Note: Bidders shall offer diluted price per ounce ready to use (RTU) for products requiring dilution (Concentrated Products). The diluted price per ounce will be utilized to determine the lowest priced responsive, responsible Bidder for those products.

2.6 EQUAL PRODUCT

Where manufacturer name and number are specified, the County may accept an equal product.

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

- 1) Product information sheets
- 2) Product samples upon specific request
- 3) Product labels

If an "equal" product is considered by the County, 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, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, supporting documentation submitted by the bidder must in total meet 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 items they are specifically offering, and 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 are required for evaluation, such items are to be provided at no cost to the County, at the time of specific request. For "or equal" products to be evaluated based on submission of product labels, the initial offer shall be accompanied with labels indicating the specification and ingredients for each "or equal" item offered.

The County shall be sole judge of equality, based on the best interest of the County and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation. Failure to meet these requirements may result in your offer being rejected- for that line item.

A. Samples

Bidders may be required to submit a sample for the goods being offered for evaluation. If samples are required, the County will notify the bidders of such in writing and will specify the

deadline for submission of the samples. Bidders shall be prepared to provide samples no later than ten (10) calendar days after request by the County. Each individual sample shall be clearly labeled with the Bidder's name, bid name, 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 may not consider the Bidder's proposal for that item(s); provided however, that in the event of a category or aggregate award, the bidder's proposal will not be eligible for that category 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 all samples to the State of Florida's Department of General Services, Division of Purchasing, Bureau of Standards Laboratory or any other certified laboratory for analysis. Any costs for testing shall be borne by the bidders. Based on this testing and analysis, the County shall be the 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 to be provided by the bidder during the contract period shall conform to the sample submitted. The bidders 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.

B. Sample Testing

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If the product provided by the Awarded Bidder(s) is determined to not meet the specifications and requirements of this contract, prior either to acceptance or upon initial inspection, the item will be returned, at Awarded Bidder's expenses, to the Awarded Bidder. The County shall require replacement within a reasonable length of time and may cancel the order for cause. At the County's own option, the Awarded Bidder(s) shall either provide a direct replacement for the item or provide a full credit for the returned item. The Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

C. Substitution of Items

Substitute brands or models may be considered during the contract period for discontinued products only. The Awarded Bidder(s) shall not deliver any substitute item as a replacement to an awarded brand without express written consent of the client and the Strategic Procurement Department prior to such delivery. Substitute items must be equal or better quality than the awarded item.

D. Minimum Orders

Awarded Bidder(s) shall not be required to deliver any product in less than manufacturer's case sizes.

2.7 DELIVERY

Awarded Bidder(s) shall make deliveries within five (5) business days after the date of the order, unless otherwise specified by the County representative.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Awarded 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 vendor. In these cases, the vendor 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 vendors 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 order on a default basis. If the order is 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 vendor from 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 BACKORDERS

The County shall not allow any late deliveries attributed to product backorder situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period because of backorder situations shall be honored, unless the user department issues written authorization, and a new delivery date is mutually established.

In the event that the Awarded Bidder(s) fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the Awarded Bidder for any re-procurement costs. If the Awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.9 DAMAGED GOODS

When shipping is provided by the Awarded Bidder(s), damaged goods shall be replaced immediately and no later than five (5) business days after notification by the County. Awarded Bidder(s) shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.10 PURCHASE OF OTHER ITEMS

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

may at the County sole discretion issue a request for pricing to obtain a price quote for similar items against the pool. Any additional items added shall adhere to the terms and conditions of this solicitation, unless otherwise stipulated on the subsequent request for pricing.

2.11 EXPEDITED DELIVERY

For circumstances when it is determined by the County that the receipt of an item is time sensitive, and/or it is an emergency, the County may at its sole discretion request expedited delivery from the Awarded Bidder.

At the request of the County, the expedited delivery may be delivered by the Awarded Bidder, delivered by the Bidder's carrier, or picked-up from the Awarded Bidder's designated location by authorized County personnel.

Expedited delivery shall be paid on a cost pass-thru basis. Bidders shall charge the County the same cost as charged by their carrier. A copy of the shipping receipt shall be submitted with the Bidder's invoice for payment. No payment shall be authorized without such receipt. In cases where the Awarded Bidder(s) provides delivery services, the Awarded Bidder shall charge the County a price no higher than what the Bidder charges its most favored customer. The County reserves the right to request verification.

2.12 GROUP (2) ONLY - COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Since some of the items will be acquired under this solicitation may 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 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.13 GROUP (2) ONLY - FEDERAL FUNDED PURCHASES CERTAIN CLAUSES WITHIN SOLICITATION DO NOT APPLY

Bidders shall provide separate prices for Federal funded agencies and purchases. The contract to be awarded under this solicitation will be accessed by Federally-funded agencies; certain clauses within this solicitation do not apply to their allocation:

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses.
- Section 1 Paragraph 1.37; County User Access Program (UAP) - The fee in the amount of two percent (2%).
- Section 1 Paragraph 1.45; Small Business Enterprises (SBE) Measure.
- Section 1 Paragraph 1.46; Local Certified Veteran's Business Enterprise Preference.
- Section 1 Paragraph 1.49; First Source Hiring Referral Program ("FSHRP").
- Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal.

2.14 SEAL CERTIFIED ENVIRONMENTALLY PREFERRED PRODUCT (EPP)

To address certain environmental and health concerns associated with the use of cleaning products, and in compliance with County Resolution R-702-05 it is the intent of this solicitation to allow for the purchase of cleaning products which meet the minimum standards established by Green Seal, or other equivalent standard by an appropriate agency for environmentally friendly products.

Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion. Green Seal has no financial interest in the products that it certifies or recommends nor in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, including product submission and review process, please visit their website at <http://www.greenseal.org/>.

2.15 BUY GREEN

The County is committed to reducing the consumption of single-use plastic items. Bidders are encouraged to provide environmentally friendly products.

2.16 EPA SAFER CHOICE STANDARD

Awarded Bidder(s) shall provide complete Safety Data Sheets (SDS) in which the Section 3 (Composition/Information on Ingredients) MUST include ALL ingredients totaling to 100% of volume. This includes all proprietary ingredients.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is to establish a contract for the purchase of janitorial supplies and related items, for the County, on an as needed basis.

3.2 CONCENTRATED PRODUCTS

Concentrated products shall not be designed for use with dilution/dispensing units and shall be suitable for manual diluting, unless otherwise stated. The dilution ratio and/or diluting instructions shall be included on each product label or enclosed with each order.

3.2 **PRODUCT LISTING**

The following are sampling of some of the various assortments of products that will be purchased. The specifications for the products are listed on Informs.

- General all-purpose cleaners (all types)
- Detergents
- Deodorizers
- Disinfectants
- Powdered laundry detergent
- Scouring Powder
- Bleach
- Degreasers
- Glass cleaners
- Floor cleaners, strippers, polishes
- Wood cleaner, polishes
- Graffiti remover
- Toilet bowl cleaners
- Urinal screens with deodorants
- Hand sanitizers, cleaners, disinfectants, deodorizers, dispensers
- Skin hand cleaners, liquid, soap, bar, antiseptics
- Soap Dispensers
- Toilet paper and paper towel dispensers
- Toilet paper, paper towels
- Brooms, brushes, mops, buffing pads, scouring pads, sponges
- Broom and mop handles
- Mop heads
- Floor maintenance pads for polishing, buffing, scrubbing, stripping
- Buckets, carts, waste receptacles, garbage pails, plastic bottles

- Plastic bags, can liners
- Insecticides, pesticides
- Carpet Cleaners
- Shower Tub and Tile Cleaner
- Correctional Shower Curtains (Manufactural Sure-Check Fabric)

DRAFT