

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01255

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2100413/FB-02318
 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Disposable Fiber Trays

Description: This is a re-bid of contract FB-01911, which is being rejected at the direction of MDCR due to the only qualifying bid being out of the department's budget. Two other bids were disqualified for failure to submit COA.

Issuing Department: MDCR
 Contact Person: David Leyte-Vidal
 Phone: 305-375-1078

Estimate Cost: 2,900,000

Funding Source:
 GENERAL Yes
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes:	64060			
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:	Pancar Industrial Supply Co			
Small Business Enterprise:	Yes			
Contract Value:	\$897,840			
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: David Leyte-Vidal		Date sent to SBD: 4/15/22		
		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 disposable fiber trays for the Miami-Dade County Corrections and Rehabilitation Department (MDCR) on an as-needed basis.

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 the Purchase Order issued by the County. The contract shall expire on the last day of the five (5) year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder in the aggregate. In order to be considered for award, Bidder(s) shall offer pricing for all items listed in this solicitation. If a Bidder fails to submit an offer for all items, its offer may be deemed non-responsive.

To be considered for an award recommendation, Bidders shall provide the documentation requested below:

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

2.4 PRICING

The rates shall remain fixed for a period of one (1) year (initial term) after the commencement of the contract. Rates may change annually based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL). Awarded Bidder shall submit rate adjustment requests at least thirty (30) days prior to the end of each twelve (12) month period.

The period used to calculate the adjustment will include no more than twelve (12) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the twelfth (12th) month, including preliminary [P] numbers during the current twelve (12) months, as not all months may be available for calculation. If the County authorizes an adjustment, the awarded rate(s) will be multiplied times the index percentage change, and the new awarded rate(s) for the next twelve (12) months. The rate adjustment, if any, will take effect on the first month of the next twelve (12) month period.

The County reserves the right to apply any reduction in pricing for each contract year based on the downward movement of the applicable index.

2.5 PRODUCTS

A. EQUALS

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, presentation, and quantity to the item(s) specified in the solicitation. Equal products must be clearly identified by Bidder(s) in Section 4, Pricing, and must include the brand name. 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.

B. SAMPLES

Bidder(s) may be required to submit a sample of equal products proposed for evaluation by, and at no cost to the County. If samples are required, the County will notify Bidder(s) of such in writing and will specify the deadline for submission. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, item number, manufacturer's name and brand name. If the Bidder(s) fails to submit the sample properly labeled, within the specified date stipulated in the notice, the County may - 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

Awarded Bidder shall make deliveries within ten (10) calendar days from the date of the Purchase Order. All deliveries shall be made in accordance with good commercial practice and within the required delivery time frames; except in such cases where the delivery will be delayed due to acts of nature, strike, or other causes beyond the control of the awarded Bidder. 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 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 with any re-procurement costs. If the awarded 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 products under this contract. The awarded Bidder shall require presentation of this written authorization and shall maintain a copy of the authorization. If the awarded Bidder is in doubt about any aspect of product pick-up, the awarded Bidder shall contact the appropriate user department liaison to confirm the authorization.

DELIVERY LOCATIONS

Awarded Bidder shall deliver products to the following County facilities:

Pre-Trial Detention Center
1321 NW 13th St
Miami, FL 33125

Turner Guilford Knight Correctional Center
7000 NW 41st St
Miami, FL 33166

Metrowest Detention Center
13850 NW 41st St
Doral, FL 33178

Food Services Bureau
1351 NW 78 Ave (Maya Building)
Miami, FL. 33126

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

2.7 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 product will be returned to the awarded Bidder, at the awarded Bidder's expense. At the County's own option, the awarded Bidder shall either provide a direct replacement for the product or provide a full credit for the returned product. The awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this paragraph.

2.8 ADDITIONAL PRODUCTS

While the County has listed all major products within this solicitation which are utilized by the County department in conjunction with its operations, there may be similar product(s) that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar product(s). The County reserves the right to award these similar product(s) to the awarded Bidder, based on the price quoted, to negotiate pricing, or to acquire the product(s) through a separate solicitation.

2.9 SUBSTITUTE PRODUCTS

Substitute brands or models may be considered during the contract period for discontinued products. Awarded Bidder shall not deliver any substitute product as a replacement to an awarded brand or model without express written consent from the County. Substitute product(s) must meet the

specifications noted in Section 3, be of equal or better quality, and priced the same as the awarded product(s). Excessive substitution requests may be cause to cancel the contract.

2.10 SMALL BUSINESS MEASURES

This solicitation has been set-aside for Small Business Enterprises (SBE). The SBE program provisions can be reviewed in Section 1, Paragraph 1.45.

The SBE Business Enterprise must be certified by bid submission deadline and at Contract award to remain eligible for the preference.

2.11 INSURANCE

The following insurance coverage requirements replace the **respective** coverages listed in Section 1. Paragraph 1.22 (A); all other terms and conditions remain:

Awarded Bidder shall furnish to Miami-Dade County, Certificate(s) of Insurance as outlined below:

1. Worker's compensation insurance for all employees as required by Florida Statute 440.
2. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate including products/completed operations. **Miami-Dade County must be included as an additional insured.**
3. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Awarded Bidder shall supply and deliver disposable fiber trays to Miami-Dade Corrections and Rehabilitation Department (MDCR) on an as needed basis. The fiber trays will be used in the serving of food to inmates at the County's correctional facilities. Food is prepared and placed onto trays which are then wrapped for later consumption. With a focus on sustainable practices in Miami-Dade County government, the fiber trays are required to be 100% recycled and 100% compostable.

3.2 PRODUCTS TO BE PROVIDED

1. Cafeteria Food Tray

Cafeteria food tray, 3 compartment, 8 ¼" x 9 ½", heavyweight molded fiber made from 100% recycled paper fiber, 100% compostable, Chinet Code No. 22023 (code name: Vagrant), or approved equal.

2. Molded Fiber Flat Tray

Molded fiber flat tray, 6" x 8" x 1" beige tray, made from 100% recycled paper fibers, 100% compostable, Strongholder by Chinet Code No. 20917 (code name: Fader) or approved equal.

SECTION 4
BID SUBMITTAL

<p><u>SUBMITTAL REQUIREMENT</u></p> <p>TO BE COMPLETED BY ALL BIDDER(S)</p>

2.3(a)	<p>Bidder(s) shall provide the contact information of a designated representative that can be reached during the County's business hours (8:00am to 5:00pm), Mondays through 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>	
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PRICING

Item	Estimated <u>Annual</u> Quantity	Description	Product Manufacturer, Brand Name and Product Number	Unit of Measure	Unit Price
3.2.1	840,000	Cafeteria Food Tray		Each	\$ _____ / Each
3.2.2	4,200,000	Molded Fiber Flat Tray		Each	\$ _____ / Each