

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. FB-00367  
 Contract  
 Re-Bid   
  Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RQID2100278/FB-01910   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Kitchen Paper & Plastic Disposable Supplies

Description: The County will be establishing a contract for the purchase of disposable kitchen supplies such as utensils, cups, plates, bags, and other such items for various County departments.

Issuing Department: ISD   
 Contact Person: David Leyte-Vidal   
 Phone: 305-375-1078  
 Estimate Cost: \$3,593,114.84  
 Funding Source:   
 GENERAL: Yes   
 FEDERAL: Yes   
 OTHER:  

**ANALYSIS**

<b>Commodity Codes:</b>	<u>64050</u>	<u> </u>	<u> </u>	<u> </u>
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.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>	<u>Various, see attachment</u>	<u> </u>	<u> </u>	
<b>Small Business Enterprise:</b>	<u>3 of the 6 Vendors</u>	<u> </u>	<u> </u>	
<b>Contract Value:</b>	<u>\$5,804,000</u>	<u> </u>	<u> </u>	
<b>Comments:</b>	<u> </u>			

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Basis of Recommendation:  

Signed: David Leyte-Vidal   
 Date sent to SBD: 10/22/2021  
 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 kitchen paper and disposable supplies for various Miami-Dade County Departments on an as-needed basis.

**2.2 DEFINITIONS**

- A. Proposed Alternative: refers to eco-friendly items that can be used as substitutes for plastic products.
- B. Single-use Plastic: refers to any plastic item designed to be used only one time before it is thrown away or recycled.

**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 Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the five (5) year term.

**2.4 METHOD OF AWARD**

Group A – General Funding

Award will be made on an item-by-item basis to the lowest priced responsive, responsible Bidder. There are two groups under this solicitation:

- Group 1: Non-Federally Funded Purchases
- Group 2: Federally Funded Purchases

Each Bidder's unit price per item will be calculated times the estimated quantity to determine the lowest bidder per item. Awarded Bidder(s) may be deemed in default if the Bidder fails to deliver the good(s) awarded in a timely manner, or the good(s) provided do not meet the item description listed in Section 4, Pricing. The County shall have the right to negotiate with the next lowest responsive, responsible Bidder.

Submittal Requirement

- a) 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.

**2.5 PRICING**

Prices shall remain fixed for a period of one year (initial term) after the commencement of the contract. Prices may change annually based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL); however the annual increase shall not exceed five percent (5%). Awarded Bidder(s) 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/below, and include as many months as

published (available) in the 12<sup>th</sup> month, including preliminary [P] numbers during the current twelve months, as not all months may be available for calculations. If the County authorizes an adjustment, the awarded price(s) will be multiplied times the index percentage change, and that amount will be added to the awarded prices, and become the new awarded price(s) for the next 12 months. The price adjustment, if any, will take effect on the first month of the next 12-month period.

Prices shall be inclusive of all costs, charges, and fees in providing the specified product. Additional charges of any kind added to the invoice submitted by the Awarded Bidder(s) are prohibited.

## **2.8 PROPOSED ALTERNATIVES/BUY GREEN**

The County is committed to reducing the consumption of single-use plastic items in their facilities. Bidders are encouraged to provide "proposed alternatives" to the various items listed in Section 4 – Pricing, which are eco-friendly and may be used as an alternative to single-use plastic items. County departments will consider and evaluate whether the alternate product(s) meet their operational and budgetary requirements. Conventional products may be purchased if the price premium differential is over ten percent (10%) for non-single use plastic products.

## **2.6 DELIVERY**

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 control of the Awarded Bidder(s). 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) fail 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 and shall maintain a copy of the authorization. If the Awarded Bidder(s) are in doubt about any aspect of product pick-up, the Awarded Bidder(s) shall contact the appropriate user department liaison to confirm the authorization.

## **2.7 EQUAL PRODUCTS**

The manufacturer's name, brand and/or model number contained in this solicitation are included for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design. Bidder(s) may offer other manufacturers' items of equal or better material. The County shall make the final determination as to what constitutes an equal product.

In order for the County to evaluate equal product, the following is required:

**Commented [CS(1):** This section may have to be revised but I need to see your Section 4.

- Product Information Sheets
- Product Samples Upon Request

If an equal product is offered, the bid must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also, for product information submittals, all supporting documentation submitted by the Bidder must demonstrate how the product meets the required specifications set forth in this solicitation. Where the standard product literature submitted with the bid provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of the bid, the differences between the product they are specially offering, and the product described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any bid submitted with standard product literature but without the letter explaining compliance may result in the rejection of the bid for not meeting the specifications in the solicitation.

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.

#### **2.9 ADDITIONAL PRODUCTS**

While the County has listed all major products within this solicitation which are utilized by County departments in conjunction with their 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 all Awarded Bidder(s) to obtain a price quote for the similar product(s). Award of the similar product(s) will be made as described in Paragraph 2.3, Method of Award. The County reserves the right to reject any quote received and to acquire the product(s) through a separate solicitation.

#### **2.10 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 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.

#### **2.11 SUBSTITUTE PRODUCTS**

Substitute brands or models may be considered during the contract period for products discontinued by the manufacturer. Awarded Bidder(s) shall not deliver any substitute product as a replacement to an awarded product without express written consent of the Internal Services Department, Strategic

Procurement Division, prior to such delivery. 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.

**2.12 SMALL BUSINESS ENTERPRISES (SBE) CONTRACT MEASURES (GROUP 1 ONLY)**

Group 1 – Non-Federally Funded Purchases

This solicitation contains a Small Business Enterprises (SBE) XXXXXXXX. Refer to Section 1, General Terms and Conditions, Paragraph 1.44 for additional information.

**2.13 COMPLIANCE WITH FEDERAL REQUIREMENTS (GROUP 2 ONLY)**

The contract to be established under this solicitation, for Group 2 will be paid with federal funds. Since goods will be purchased, 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, are incorporated into this solicitation and resultant contract by reference.

**2.14 EXEMPTION TO CERTAIN CLAUSES (GROUP 2 ONLY)**

As a federally-funded group, the following clauses within Section 1, General Terms and Conditions do not apply to this group:

- Paragraph 1.11 - Local Preferences
- Paragraph 1.28 - Office of the Inspector General Fee
- Paragraph 1.36 - County User Access Program-UAP
- Paragraph 1.44 - Small Business Contract Measures
- Paragraph 1.45 - Local Certified Veteran's Business Enterprise Preference
- Paragraph 1.48 - First Source Hiring Referral Program ("FSHRP").

**2.15 SECTION 3 REQUIREMENTS (GROUP 2 ONLY)**

In order to be considered for award of Group 2, Bidder(s) must complete and submit the forms in Attachment - 1 with their bid(s).

**2.14 INSURANCE**

The following insurance coverage requirements replace the respective coverages listed in Section 1. Paragraph 1.22 (A):

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

Awarded Bidder shall furnish and deliver kitchen paper and disposable items for Miami-Dade County. Items are required to support various operational needs across different departments. In furtherance of the County's commitment to reducing the consumption of single-use plastic items in their facilities, items that represent sustainable alternatives to traditional single use plastic items will be considered in accordance with the Green Purchasing Guide. The brand names given in Section 4 - Pricing are used solely to establish minimum requirements of quality and performance.

**3.2 GOODS SPECIFICATIONS**

All goods provided by the Awarded Bidder shall comply with the item description listed in Section 4, Pricing.

**3.2.1 Types of items to be provided**

- a. Aluminum Foil
- b. Stretch Film
- c. Bags, both plastic and paper
- d. Disposable aprons, gloves, hair covers
- e. Paper or plastic plates, bowls, meal trays
- f. Plastic, paper, compostable and other utensils
- g. Paper and plastic cups and lids
- h. Napkins and paper towels

**SECTION 4**  
**BID SUBMITTAL**

**SUBMITTAL REQUIREMENT**

**TO BE COMPLETED BY ALL BIDDER(S)**

2.4(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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