

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. Contract 8832-4/13-4
 Re-Bid Other LIVING WAGE APPLIES: NO

Requisition No./Project No.: RQID1400043 TERM OF CONTRACT 5 YEARS WITH OTR N/A

Requisition /Project Title: Printing of single parts and carbonless fanapart forms

Description: The purpose of this solicitation is to establish a contract for the purchase of single part and multi part carbonless fanapart printed forms in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: Clerk of Courts Contact Person: Charis Lubeck Phone: 305-375-2060

Estimate Cost: \$515,000.00 Funding Source: Proprietary Revenue and Stormwater Utility

ANALYSIS

Commodity Codes: 966-12

Contract/Project History of previous purchases three (3) years
Check here N/A if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
<u>Contractor(s):</u>	Tiger Business Forms, Inc. Suncoast Marketing, Inc.		
<u>Small Business Enterprise:</u>			
<u>Contract Value:</u>	\$153,750.00		
<u>Comments:</u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

RECOMMENDATIONS

<u>SBE</u>	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>

Basis of recommendation:

Signed: Sherry Y. Crockett, CPDB RECEIVED DEPT. BUSINESS DE 2014 JAN 28 PM 12:08	Date sent to SBD: 1/28/14
	Date returned to DPM:

Revised April 2005

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of single part and multi part carbonless fanapart printed forms in conjunction with the County's needs on an as needed when needed basis. Various forms to be printed include probation order, cancellation of order to take into custody, exemplification, exhibit list, residential eviction summons, notice of default, memorandum costs, case history, checklists for clerks review and audit of initial and annual guardianship reports, traffic violations and storm water billing.

2.2 TERM OF CONTRACT: FIVE (5) YEARS

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 Notice of Award Letter which is distributed by the County's ISD/Procurement Management Services, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

Prior to completion of each one (1) year period during the contract term, the County will consider adjustment to prices based on the Producer Price Index (PPI) for Commodity code 09-37 commercial printing as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. It is the awarded Bidders responsibility to request any pricing adjustment under this provision. For adjustments to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. If no adjustment request is received from the awarded Bidder, the County will assume that the awarded Bidder has agreed that the next year term will be without any price adjustment.

2.3 METHOD OF AWARD: TO LOWEST PRICED PRIMARY, SECONDARY AND TERTIARY BIDDERS

Award of this contract will be made to the lowest priced Bidder as described herein as the "Primary" awarded Bidder for the requested services. The County reserves the right to award contracts to the second and third lowest priced Bidders as "Secondary" and "Tertiary" awarded Bidders respectively. All Bidders must offer a price for all items listed. Each item consists of the size, number of parts (pages), and order quantities. For evaluation purposes only, the Bidder offering the lowest price responsive and responsible Bidder in the aggregate for each item quantity of 1,000 (1K) will be designated as the Primary awarded Bidder, the second lowest priced responsive and responsible Bidder in the aggregate for each item quantity of 1,000 (1K) shall be designated as the Secondary awarded Bidder, and the third lowest priced responsive and responsible Bidder in the aggregate for each item quantity of 1,000 (1K) shall be designated as the Tertiary awarded Bidder. While the County will award to multiple bidders to assure availability, the Primary awarded Bidder shall have the primary responsibility to deliver under the contract and the Secondary and Tertiary awarded Bidders shall have the responsibility to deliver under this contract in the event that the Primary and/or Secondary awarded Bidders respectively, cannot fulfill their contractual

obligations. This multiple award does not exempt awarded Bidders from fulfilling their contractual obligations. An awarded Bidder that fails to perform in accordance with contract requirements may be terminated in accordance with paragraph 1.25 of the General Terms and Conditions, and/or charged re-procurement costs.

2.3.1 MINIMUM REQUIREMENTS:

2.3.1.1 Bidder shall maintain an office within the geographical boundaries of Dade, Broward, or Palm Beach Counties, Florida. Bidder shall provide contact name, address, phone number and email address.

2.3.1.2 Bidder must provide at least three (3) references, preferably from large commercial business and/or government agencies, for which the Bidder has performed printing of single part and multi part carbonless forms that are similar in nature to services specified in Section 3. The references must include the company name, contact person, address, telephone number and email address. The County reserves the right to contact the references.

2.4 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

The Bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the Bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Bidder
- Date of invoice
- Invoice number
- Bidders's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

2.5 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Sherry Y. Crockett, CPPB at (305) 375-4693 or via email – Crockett@miamidade.gov with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

2.6 DELIVERY SHALL BE FIFTEEN (15) DAYS AFTER DATE OF ORDER

The awarded Bidder shall make deliveries within fifteen (15) calendar days after the date of the order. 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 awarded Bidder. In these cases, the awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded Bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to terminate the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent 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 materials under this contract. Bidders shall require presentation of this written authorization. The awarded Bidder shall maintain a copy of the authorization. If the awarded Bidder is in doubt about any aspect of material pick-up, awarded Bidder shall contact the appropriate user department to confirm the authorization.

2.7 BACK ORDERS MUST BE FILLED WITHIN FIVE(5) CALENDAR DAYS

If the awarded Bidder cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the awarded Bidder's manufacturer or distributor; the awarded Bidder shall ensure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The awarded Bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another Bidder, and charge the awarded Bidder under this contract for any directly associated re-procurement costs. If the Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective September 14, 2012, all contracts in excess of ten thousand (\$50,000) dollars will be affected by Resolution Number R-717-12 amending Miami-Dade County Implementing Order 3-38 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contains more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, Bidders shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Mayor through the Director of Internal Services Department. No waiver shall be effective unless

approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the Bidder shall be given the opportunity to provide the information during the offer evaluation period. At such time, the Bidder shall be given fifteen (15) calendar days to submit this information.

Bidders wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.9 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the awarded Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.10 OVER-RUNS OR UNDER-RUNS:

Over-runs or under-runs shall constitute an acceptable delivery provided that such over-runs or under-runs shall not exceed ten percent (10%) of the quantity ordered. Payment for these acceptable over-runs or under-runs shall be charged or credited to the County proportionately.

2.11 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

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 will contact the primary awarded Bidder to obtain a price quote for the similar items. If there are multiple awarded Bidders on the contract, the County representative may also obtain price quotes from these awarded Bidders. The County reserves the right to award these similar items to the primary awarded Bidder, another awarded Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.12 RECYCLED MATERIALS REQUIRED

This solicitation calls for the purchase of items that specify and require a stated degree of recycled material content. Bidders are required to submit, with their initial offer, a written certification attesting that the products or items offered by the contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

For purposes of this solicitation, the following recycling definitions shall apply:

- 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.
- c. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- d. **"Waste Reducing Products"** shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

2.13 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the Bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the County. 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 proposal for that item(s); provided however, that in the event of a group or aggregate award, the Bidder's proposal will not be eligible for that group 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 any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by Bidder. On the basis of this testing and analysis, the County shall be 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 and/or services to be provided by the Bidder during the contract period shall conform to the sample submitted. The Bidder 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.

3.0 SCOPE OF WORK

The purpose of this solicitation is to establish a contract for the purchase of single part and multi part carbonless fanapart printed forms in conjunction with the County's needs on an as needed when needed basis. Various forms to be printed include probation order, cancellation of order to take into custody, exemplification, exhibit list, residential eviction summons, notice of default, memorandum costs, case history, checklists for clerks review and audit of initial and annual guardianship reports, traffic violations and storm water billing.

3.1 DESCRIPTION OF ITEMS

Each item described herein in Section 3.2, shall consist of the following:

- a. Size of the form
- b. Parts of form to be printed = 2,3,4 and 5 part for **Items 1-5** and
Single part for **Items 6-11**
- c. Quantities K= 1,000: 1K, 2K, 3K, 4K, 5K, 10K, 20K, and 25K for **Items 1-5**
1K, 2K, 3K, 4K, 5K, 10K, 20K, 30K and 40K for **Items 6-11**

3.2 PRINTED FORMS

Awarded Bidders shall print single part and multi part carbonless forms to include possible request for hole punching, multi-color inks, numbering, padding, 2-sided printing and folding. The forms to be printed are as follows:

- A. Item 1 – Form size 4-1/2" X 5-1/2" black printed pre-collated carbonless sets includes marginal line changes – red ink up to 4 lines. Forms to be printed in 2, 3, 4 and 5 part.
- B. Item 2 – Form size 5-1/2" X 8-1/2" black printed pre-collated carbonless sets includes marginal line changes – red ink up to 4 lines. Forms to be printed in 2, 3, 4 and 5 part.
- C. Item 3 – Form size 8-1/2" X 7" black printed pre-collated carbonless sets includes marginal line changes – red ink up to 4 lines. Forms to be printed in 2, 3, 4 and 5 part.
- D. Item 4 – Form size 8-1/2" X 11" black printed pre-collated carbonless sets includes marginal line changes – red ink up to 4 lines. Forms to be printed in 2, 3, 4 and 5 part.
- E. Item 5 – Form size 8-1/2" X 14" black printed pre-collated carbonless sets includes marginal line changes – red ink up to 4 lines. Forms to be printed in 2, 3, 4 and 5 part.

- F. Item 6 – Form size 4-1/4" X 5-1/12" single part.
- G. Item 7 – Form size 5-1/4" X 8-1/12" single part.
- H. Item 8 – Form size 8-1/2" X 7" single part.
- I. Item 9 – Form size 8-12" X 11" single part.
- J. Item 10 – Form size 8-1/2" X 14" single part.
- K. Item 11 – Form size 11" X 17" single part.

3.3. COPY

Bidders proposed pricing shall include all prep charges, including blueprint or brown line proof's when requested. The Bidders' obligation in copy prep will require performance on mechanical art regardless of density, simplicity, complexity, etc. Clear, sharp printing is required. The County shall provide the awarded bidder the copy of the various forms. All mechanical art shall be supplied by the County and shall be the property of Miami-Dade County and as such must be returned with the product.

3.4 PAPER

Single and multi-part forms shall be 20 lb. bond paper. Carbonless sets all copies must be between 14 lbs. and 17 lbs. (15 # CB, 17 # CFB, and 15 # CF) unless otherwise specified. Then, it shall be considered non-pre-collated. Each set shall consist of a white sheet with other sheets being colored. The standard pre-collated order of colors. Last Part-Tag, when requested, shall be considered a non-pre-collated form set.

3.5 RECYCLED CONTENT

All printed forms except the no carbon required (NCR) supplied under this solicitation shall consist of a minimum of 10% recycled content. All Bidders responding to this solicitation shall certify the minimum, if not the exact, recycled content used to print the forms proposed for this bid. The County strives to use recyclable materials when possible to minimize the environmental impacts associated with products purchased by Miami-Dade County Departments.

3.6 SPECIAL PAPER UPCHARGE

Bidders must indicate in proper spaces on Bid Proposal Form the cost per thousand for special paper up-charges.

3.7 NUMBERING

Missing numbers must be listed. Where GUARANTEED numbering is requested there shall be NO MISSING NUMBERS. When multiple numbering appears on the forms,

numbers must match on each individual form. RED INK (unless otherwise specified). Each printed numbers color shall be red on top sheet and black on copies.

3.8 MARGINAL LINE CHANGES

RED INK (unless otherwise specified).

3.9 PUNCH OR DRILL HOLES

Punch or drill holes must be precise, clean cut round holes. Indicate cost per thousand on the proposal form.

3.10 INK

Ink must be Standard Black or Colored when requested.

3.11 BOOKED FORMS

Tag covers on wrap-around and open end covers, must be 140 lb. manila tag. Books must be stitched with at least two (2) wire staples depending on the size of the form. All booked or padded set to have chipboard backing.

3.12 PACKING/MARKING

Internal Packing clear shrink wrap or box (label contents) as per request on orders placed. There shall be no UP CHARGES for type of internal packing as requested with order.

3.13 SHIPPING CONTAINERS

Corrugated Containers shall have a bursting strength of 275 P.S.I. minimum. Contents of containers must be labeled. No carton/contents to weigh more than 40 lbs.

Walters, Vivian (ISD)

From: Crockett, Sherry (ISD)
Sent: Tuesday, January 28, 2014 11:40 AM
To: Walters, Vivian (ISD)
Subject: RQID1400043 - PRINTING OF SINGLE AND MULTI PART FORMS
Attachments: SBD DEPARTMENT INPUT RQID1400043.doc; Sections 2 and 3.docx

Good Morning Vivian

See attachments. This is a re-submittal. The old project number is RQID1300101.

Sherry Y. Crockett, CPPB

Procurement Contracting Officer 1
Internal Services Department
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: (305) 375-4693 Fax: (305) 375-4407
Email: Crockett@miamidade.gov



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