

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Re-Bid
 Other

Previous Contract/Project No:
1227-4/16

LIVING WAGE APPLIES: ___ YES ___ X NO

Requisition/Project No: RQCR1600007

TERM OF CONTRACT: 5 years with no Options-to-Renew

Requisition/Project Title:

Description: The purpose of this solicitation is to establish a contract for the purchase of Frozen Fruit Juices for Corrections & Rehabilitation in conjunction with the County's needs on an as needed when needed basis.

User Department(s): Miami-Dade Correction and Rehabilitation Department

Issuing Department: Internal Services Department, Procurement Management Division

Contact Person: Claudia Portocarrero **Phone:** 305-375-4252

Estimated Cost: \$420,000.00
Funding Source: General Funds

ANALYSIS

Commodity/Service No: 385-54		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation: Maintain SBE Bid Preference as current contract

Signed: *Claudia Portocarrero* **Date to DBD:** 04/11/2016
Date Returned to DPM: _____

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of Frozen Fruit Juices for Corrections & Rehabilitation in conjunction with the County's needs on an as needed when 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 Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months and upon completion of the expressed and/or implied warranty periods. The contract shall expire on the last day of the last month of the sixtieth month period.

2.4 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single bidder.

2.5 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

The initial contract prices resultant from this solicitation shall prevail for the first twelve (12) month period from the contract's initial effective date. Prior to completion of each exercised contract term, the County will consider a price adjustment based on the last eight (8) actual percentage changes on the following indices: Producer Price Index (PPI) for (Frozen concentrated juices, except orange juice) for all fruit juices and Producer Price Index (PPI) for (Frozen concentrated orange juice, consumer, institutional, and bulk) for frozen orange juice only. It is the bidder's responsibility to request any pricing adjustment under this provision and the request shall be submitted 90 days prior to the contract anniversary date. The bidder adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the upcoming contract year shall commence pricing adjustment. Any adjustment request received after the commencement of a new annual period may not be considered.

The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.6 DELIVERY

The bidder shall make deliveries within as requested by Miami-Dade Corrections and Rehabilitation. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the 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 bidder to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis. 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 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 bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

2.7 DELAYS IN DELIVERY

The County may not allow any late deliveries under this contract. Accordingly, the bidder is required to deliver all items to the County from this solicitation and resultant contract; and no grace period on account of back-order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another bidder, and charge the incumbent bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.9 STOCK LEVELS SHALL BE MAINTAINED BY THE AWARDED BIDDER

The awarded bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any re-procurement costs incurred by the County.

2.10 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.11 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items and quantities being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.12 PURCHASE OF SIMILAR ITEMS NOT LISTED WITHIN THIS SOLICITATION

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 obtain a price quote for the similar items. The County reserves the right to award these similar items to another contract bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

To procure Frozen Fruit Juices for Miami-Dade Corrections & Rehabilitation.

3.2 FROZEN FRUIT JUICES

The frozen fruit juices shall have no signs of having been defrosted and shall be frozen at time of local delivery.

3.3 REFRIGERATED EQUIPMENT

Carrier shall utilize only properly insulated, mechanical or thermostatically temperature control refrigeration equipment. Such equipment shall be capable of maintaining temperatures to protect the product. Carrier shall utilize delivery equipment that is in a clean and sanitary condition suitable for hauling the product specified. The County shall reject any delivery from any equipment not meeting this requirement.

3.4 SPECIFICATIONS

Apple Juice: Pasteurized 100% apple juice from concentrate packed under continuous USDA inspection. Each unit to display the USDA Shield of Continuous Inspection. Product to be kosher certified and display a kosher approval symbol. Juice shall be packed with a Julian code date printed on either the box or individual plastic cup.

Cranberry Juice Cocktail: A minimum of 15% cranberry juice with sweeteners added, but no preservatives and no other juices. Each unit to display the USDA Shield of Continuous Inspection. Product to be kosher certified and displays a kosher approval symbol. Juice shall be packed with a Julian code date printed on either the box or individual plastic cup.

Grape Juice: Pasteurized 100% grape juice from concentrate packed under continuous USDA inspection. Each unit to display the USDA Shield of Continuous Inspection. Product to be kosher certified and displays a kosher approval symbol. Juice shall be packed with a Julian code date printed on either the box or individual plastic cup.

Grapefruit Juice: Pasteurized 100% grapefruit juice from concentrate packed under continuous USDA inspection. Each unit to display the USDA Shield of Continuous Inspection. Product to be kosher certified and displays a kosher approval symbol. Juice shall be packed with a Julian code date printed on either the box or individual plastic cup.

Orange Juice: Pasteurized 100% orange juice from concentrate packed under continuous USDA inspection. Each unit to display the USDA Shield of Continuous Inspection. Product to be kosher certified and displays a kosher approval symbol. Juice shall be packed with a Julian code date printed on either the box or individual plastic cup.

3.5 PACKAGING

Juices must be four (4) ounce plastic cup with foil seal.

3.6 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.

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

- : Product Information Sheets
- : Product Samples with Initial Offer
- : Product Samples Upon Specific Request
- : Product labels
- : Performance Test Results

If an "equal" product may be considered by the County in accordance with the Bid Submission Form, 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 factory specifications, standard manufacturer information sheets, catalogues, and brochures). Also for product information submittals, all supporting documentation submitted by the bidder must in demonstrate how the product meets 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 item they are specifically offering, and the product(s) described by 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 solicitation specifications.

If samples of all "equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted at the time of specific request. Failure to meet this requirement may result in the offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "equal" item offered. Failure to meet this requirement may result in the offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid Submission Form are the only products that will be accepted under this solicitation.

3.5 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, bidders may be required to submit a sample of the goods to be supplied for evaluation at no cost to the County. If samples are required, the County will notify bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with 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 bidder's proposal for that item(s) provided; however, 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 to 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 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 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.