

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract(s) for the purchase of canned soft drinks and boxed syrup products for beverage systems for various Miami-Dade County Departments in conjunction with the County's needs on an as needed basis. The successful bidder must agree to furnish, install and service canned beverage vending machines used to dispense the purchased products at no charge to the County during the contract period.

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 five (5) years. The contract shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD

GROUP A – General Funding

Award will be made to the responsive, responsible vendor who submits an offer on all items listed in Group A of the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items for Group A, its offer for Group A may be deemed non-responsive. The County will award Group A to a single vendor.

GROUP B – Federal Funding

Award will be made to the responsive, responsible vendor who submits an offer on all items listed in Group B of the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items for Group B, its offer for Group B may be deemed non-responsive. The County will award Group B to a single vendor.

GROUP C – Pre-Qualification for Spot Market Quotes

All vendors awarded under Group A and B shall be deemed pre-qualified under Group C. Entry into the pre-qualification pool is not a contract between Miami-Dade County and any member of the pool, but rather is an acknowledgment that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified vendors will be invited to participate in future spot market competitions. The pool shall remain open for the term of the contract enabling vendors to qualify at any time after the initial bid opening date.

2.3.1. Pre-Qualification Criteria

Bidder(s) shall be registered in Miami-Dade County in accordance with General Terms and Conditions Section 1.2(b), Vendor Registration.

2.4 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of twelve (12) months after the commencement of the contract. Prior to completion of each twelve-month anniversary, the County may consider an adjustment to price based on changes in the following index: **Latest Consumer Price Index – All Urban Consumers (CPI-U), Food and Beverages Index in the Miami-Fort Lauderdale Area**. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the subsequent twelve month period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current twelve month term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County shall apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

2.5 DELIVERY

The vendor shall make deliveries within five (5) 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 vendor(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 a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) 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 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 vendor with any re-procurement costs. If the vendor 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. 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.

2.6 DELAYS IN DELIVERY

The County may not allow any late deliveries 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 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 vendor 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 incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.7 STOCK LEVELS

The successful bidder 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.

2.8 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.

2.9 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 being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.10 ADDITIONAL 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 will contact pre-qualified vendors under Group B to obtain a price quote for the similar items. The County reserves the right to award these similar items the pre-qualified vendor based on the lowest responsive, responsible price quoted, or to acquire the items through a separate solicitation.

2.11 ADDITIONAL FACILITIES

Although this solicitation and resultant contract identifies specific facilities/departments to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to

submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.12 DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

2.13 EQUIPMENT

In addition to Section 1.38 of the General Term and Conditions, the successful vendor must agree to furnish, install and service (repair) beverage vending machines and/or other equipment used to dispense the purchased products at no charge to the County during the contract period. This includes ensuring that vending machines are properly serviced and that repairs are made immediately in order to maintain machines operable at all times. If a machine is deemed unsuitable or is in frequent disrepair, the vendor must replace said machine at the County's option.

2.14 FURNISH AND SET IN PLACE REQUIREMENTS

The vendor shall be required to furnish and fully install the materials or products identified in the specifications and/or statement of work included in this solicitation and resultant contract at the facility designated by the County. The vendor shall also be required to provide adequate training to County personnel on the appropriate use of the materials or products if necessary.

2.15 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING – GROUP B

Since the goods, services, and/or equipment that will be acquired under this solicitation will 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 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

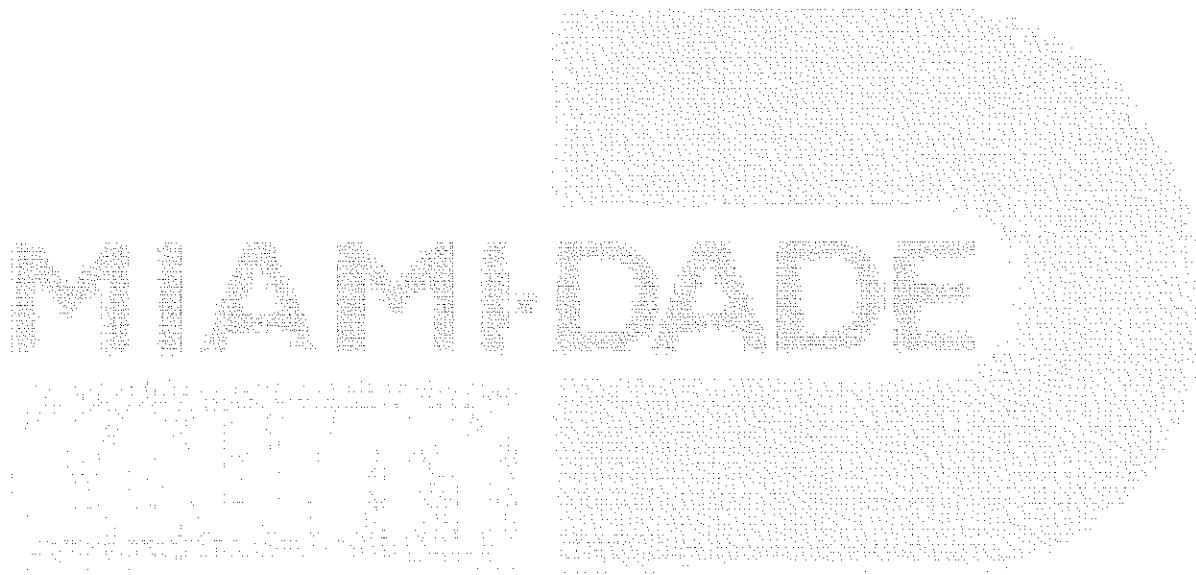
2.15.1 Exemption To Certain Clauses

As a Federally-funded department, certain clauses within this solicitation do not apply to Community Action and Human Services Department's (CAHSD) allocation:

Section 1 Paragraph 1.11 (Local Preferences); Section 1 Paragraph 1.28 (Office of the Inspector General); Section 1 Paragraph 1.36 (County User Access Program- UAP); Section 1 Paragraph 1.44 (Small Business Contract Measures); Section 1 Paragraph 1.45 (Local Certified Veteran's Business Enterprises Preference);

and Section 1 Paragraph 1.47 (First Source Hiring Referral Program). **2.16 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).



SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The purpose of this solicitation is to establish a contract for the purchase of canned and bottled beverages and boxed syrup products for beverage systems for various Miami-Dade County Departments in conjunction with the County's needs on an as needed when needed basis. The successful bidder must agree to furnish, install and service canned/bottled beverage vending machines/coolers/fountain equipment used to dispense the purchased products at no charge to the County during the contract period.

3.2 REQUIREMENTS

The bidder shall:

- a. Provide the physical address to their South Florida warehouse facilities. Bidders are required to have warehouse facilities owned or leased in their own company's name located in South Florida, defined as Dade, Broward, Palm Beach and Monroe Counties.
- b. Assign an account representative to support the product, equipment, order, delivery, and maintenance requirements of the contract. Bidder shall provide contact information (direct telephone and e-mail) of the County's account representative.
- c. Have the ability to compile reports to be provided at the request of the County, including monthly sales (per department and Countywide), list equipment installed, etc. These reports may be transmitted electronically via e-mail.

3.3 PRODUCTS

Unless otherwise noted, products to be provided shall be of nationally recognized and accepted brands including, but not limited to: Coca-Cola, Pepsi, Sprite, Seven Up, Diet Pepsi, Diet Coke, Diet Seven Up, Diet Sprite, Cherry Coke, Fanta, Fresca, Surge, Bargs Root Bear & Cream Soda, Minute Maid, Nestea, Seagrams Ginger Ale, Wild Cherry, Mountain Dew, Sunkist, Mug Root Beer, Dr. Pepper, Lipton Tea, Powerade, Gatorade, Dasani, Aquafina, Evian, among others.

3.4 ITEMS TO BE PURCHASED

GROUP A

1. **CANNED ASSORTED BEVERAGES (packed 24/12 oz. cans per case):**
Assorted carbonated and non-carbonated flavored drinks: Cola, diet cola, lemon/lime and/or citrus, fruit punch, lemonade, ginger ale, root beer, iced tea etc.

3.4 ITEMS TO BE PURCHASED (contd)

2. BOTTLED ASSORTED BEVERAGES (packed 24/20 oz. bottles per case)

- a. Assorted carbonated and non-carbonated flavored drinks: Cola, diet cola, lemon/lime and/or citrus, fruit punch, lemonade, ginger ale, root beer, iced tea etc.
- b. Sports Drinks
- c. Bottled Water

3. BOXED SYRUP ASSORTED FLAVORS (5 Gallon)

Cola, diet cola, lemon/lime and/or citrus, fruit punch, lemonade, ginger ale, root beer, iced tea etc.
Related: Pre-mix Syrups, Gas Cylinder

GROUP B

1. CANNED ASSORTED BEVERAGES (packed 24/12 oz. cans per case):

Assorted carbonated and non-carbonated flavored drinks: Cola, diet cola, lemon/lime and/or citrus, fruit punch, lemonade, ginger ale, root beer, iced tea etc.

GROUP C

Products not included in Group A and B will be obtained via spot market quotes. The requirement to be a nationally recognized and accepted brand does not apply to this group.

3.5 STANDARD PACKAGING

Package size for each product is listed in the price proposal form. If standard packaging provided by bidder is different than the standard packaging requested, the County may utilize unit prices to calculate extended total in order to convert to standard packaging for evaluation purposes. The County reserves the right to reject any proposal submitted using unit of measures different than requested in the proposal form.

3.6 CANNED AND BOTTLED BEVERAGE LOADING & COLLECTION

The loading of beverages into the vending machines and collection of money from the vending machines will be performed by Miami-Dade County personnel only.

3.7 EQUIPMENT AND LOCATIONS

Location	Quantities		
	Vending Machines	Cooler	Fountain
Amelia Earhart	2		
Arcola	1		
Arcola Lakes	1		
Briar Bay Golf		1	
Country Club of Miami		2	1
Country Village	2		
Crandon Tennis Center		2	
Deering Estate	1		
Fruit & Spice Park Store		1	
Greynolds Golf Course		1	
Kendall Indian Hammocks	2		
Larry & Penny		1	
MLK	1		
North Glade	1		
Oak Grove	1		
Pelican Harbor Marina		1	
Southridge	2		
Trail Glades Range	5		
Equipment Needed	19	9	1

SECTION 4 – PRICE PROPOSAL FORM (Page 1)

BIDDER NAME: _____

GROUP A Products to be provided shall be of nationally recognized and accepted brands.

Item No.	Description	Unit of Measure (UOM)	Estimated Quantities	Unit Price per UOM
CANNED SOFT DRINKS				
1	Cola Soft Drink, 24/12 Oz. cans per case	Case	350	
2	Dietetic Soft Drinks, 24/12 Oz. cans per case	Case	320	
3	Lemon/Lime Flavored Soft Drink, 24/12 Oz. cans per case	Case	164	
4	Assorted Soft Drinks, 24/12 Oz. cans per case	Case	509	
BOTTLED DRINKS				
5	Bottled Soft Drinks, 24/20 Oz. bottles per case	Case	1340	
6	Bottled Sports Drinks, 24/20 Oz. bottles per case	Case	1082	
7	Bottled Water, 24/20 Oz. bottles per case	Case	2390	
BOXED SYRUPS				
8	Cola Syrup, 5 Gal.	5 Gal. Box	50	
9	Diet Syrup, 5 Gal.	5 Gal. Box	30	
10	Lemon/Lime Syrup, 5 Gal.	5 Gal. Box	20	
11	Assorted Flavor Syrup (5-Gal. Box and 2.5 Gal. Box)	Gallon	500	
12	Gas Cylinder, 20 lbs.	Each	20	

GROUP B: Products to be provided shall be of nationally recognized and accepted brands.

Item No.	Description	Unit of Measure (UOM)	Estimated Quantities	Unit Price per UOM
CANNED SOFT DRINKS				
1	Assorted Soft Drinks, 24/12 Oz. cans per case	Case	125	

SECTION 4 – PRICE PROPOSAL FORM (Page 2)

BIDDER NAME: _____

GROUP C: PREQUALIFICATION FOR SPOT MARKET QUOTES

2.3.1 Pre-Qualification Criteria:

Bidder(s) shall be registered in Miami-Dade County in accordance with General Terms and Conditions Section 1.2(b), Vendor Registration (Yes or No): _____