

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

New contract
 OTR
 CO
 SS
 BW
 Emergency

Previous Contract/Project No.
FB-00373

Re-Bid
 Other

LIVING WAGE APPLIES: YES NO

Requisition/Project No: **FB-01562**

Term Of Contract: **60** months with **0** Options-To-Renew

Requisition/Project Title: **Frozen Fruit Juices**

Description: The purpose of this solicitation is to establish a contract for the purchase of various Frozen Fruit Juices for Miami-Dade County.

User Department(s): **Miami-Dade Corrections and Rehabilitation Dept.**

Issuing Department: **Procurement Management**

Contact Person: **Tyrone White**

Phone: **305-375-3835**

Estimated Cost: **\$415,665**

Funding Source: **General Funds**

Revenue Generating: **No**

ANALYSIS

Commodity/Service No: 385-54			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Contracts. Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
PREVIOUS CONTRACTS	FB-00373	1227-4/16-4	1227-4/16-3
Contractor:	Good Source Solutions.	National Food Group, Inc	National Food Group, Inc
Small Business Enterprise:	No	No	No
Contract Value:	\$418,333	\$90,000	\$90,000
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

RECOMMENDATION: BID PREFERENCE

Basis of Recommendation:
There is only 1 SBE-GS firms certified in the commodity code above.

Signed: Tyrone White

Date to SBD: **8-7-2020**

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of various Frozen Fruit Juices for Miami-Dade County.

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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the sixtieth month.

2.3 METHOD OF AWARD

Award of this contract will be made on a group-by-group basis.

- **Group I:** Regular Juices
This group will be awarded to the responsive, responsible Bidder who submits the lowest price in the aggregate and meets the qualifications listed below. To be considered for award of Group 1, Bidders shall offer pricing for all items within the given group. In situations where a Bidder wishes to provide the item at no cost to the County, enter zero (0) on the appropriate line; do not leave the line blank. If a Bidder fails to submit an offer for all items within Group 1, its offer for Group 1 may be deemed non-responsive.
- **Group II:** Specialty Juices
This group will be awarded to the responsive, responsible Bidder, who meets the qualifications below and provides the lowest unit price on an item-by-item basis. If a Bidder does not wish to bid on an item under this group, then the Bidder shall leave the given line item blank.

An Awarded Bidder may be deemed in default, if the Awarded Bidder fails to deliver the good(s) requested or the good(s) provided do not meet the product specifications listed in Section 3.2, Frozen Fruit Juice Specifications and/or the specifications bid in Section 4, Pricing. If an Awarded Bidder is deemed in default of the contract, the County shall have the right to negotiate and obtain the requested goods from the next lowest responsive, responsible Bidder and charge the Awarded Bidder for re-procurement costs.

QUALIFICATIONS FOR ALL GROUPS

Bidder(s) shall meet the following qualifications:

- 2.3.1** Provide a minimum of three (3) client references for which they have provided frozen fruit juices within the last five years. All client references shall include the name of the organization/customer, period in which the goods were provided, a description of the goods provided, and the contact person's name, phone number, and email address.

2.4 PRICING

The pricing proposed by each Awarded Bidder shall remain fixed and firm for no less than one (1) year after the award of this contract. Pricing shall be inclusive of all costs, charges, delivery, and any fees involved in providing the specified products and services. Under no circumstances shall any price or any invoice be subject to deposit fees.

The County will consider a price decrease to each line item by notifying the Awarded Bidder(s) in writing, no later than thirty (30) days prior to the contract's anniversary date. The County reserves the right to require a decrease based on the Bureau of Labor Statistics Producer Price Index (PPI) for each line item.

The County will consider a price increase to each line item upon receipt of a written notice submitted by the Awarded Bidder(s) no later than thirty (30) days prior to the contract's anniversary date. Price adjustments for each line item will be based on the Bureau of Labor Statistics Producer Price Index (PPI) 12-month percent change for frozen juices, ades, drinks, and cocktails, including orange juice, PPI series id: **PCU31141131141113**. Price increases shall not exceed five percent (5%). The Bureau of Labor Statistics PPI information can be found at <https://www.bls.gov/data/>.

All 12-month percent changes will be calculated using the formula in the table below:

Index point change	
Final Demand Price Index (Oct 2019)	168.5
Less: previous index (Oct 2018)	(220.9)
Equals: <i>index point change</i>	-52.4
Index percent change	
Index point change	-52.4
Divided: by the previous index (Jan 2019)	220.9
Equals	-0.2372
Result multiplied by 100	-0.2372 x 100
<u>Equals: <i>index percent change</i></u>	<u>-23.7%</u>

** the table above is an example of how to calculate the 12-month percent change from October 2018 to October 2019 using the Bureau of Labor Statistics PPI series id: **PCU31141131141113**.

Any adjustment request received after the commencement of a new annual period will not be considered.

2.5 DELIVERY

Awarded Bidder(s) shall make deliveries on the date specified on the purchase order(s) provided by the County department(s). 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 or causes beyond the Awarded Bidder(s) control. In cases where a delivery will be delayed, the Awarded Bidder(s) shall notify the County of the delay prior to the original scheduled delivery date so that a revised delivery date can be scheduled or other accommodations can be made. 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.

County employees may be authorized in writing to pick-up awarded items. The Awarded Bidder(s) shall request written authorization prior to releasing an item to an authorized County employee. A copy of the written authorization shall be kept as a record. If the Awarded Bidder(s) are in doubt about any aspect of the pick-up, the Awarded Bidder(s) shall contact the appropriate County department to confirm the authorization.

2.6 BACKORDERS

The County shall not allow any late deliveries attributed to product back order situations under this Contract. Accordingly, the Awarded Bidder(s) are required to deliver all items to the County within the time specified in the

purchase order; unless written authorization is issued by the County department and a new delivery date is mutually established. In the event that the Awarded Bidder(s) fail 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 Awarded Bidder(s) fail to honor these re-procurement costs, the County may terminate the contract for default.

2.7 STOCK LEVELS

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.

2.8 SHELF LIFE / SPOILED ITEMS / RECALLS

Awarded Bidder(s) shall supply the County with fresh stock only and shall ensure that items meet the standard shelf life of the United States Department of Agriculture (USDA) – no more than 6 months if kept frozen at zero degrees F. Additionally, products needs to be inspected and certified fresh by the Awarded Bidder prior to shipment to the County.

Awarded Bidder(s) shall also be responsible for exchanging, replacing and/or collecting any items which are damaged, destroyed or inedible/spoiled at no cost to the County at the time of delivery. Awarded Bidder(s) are expected to comply with all federal, state, and local laws and regulations for any recalled items delivered to the County.

Awarded Bidder(s):

- Must notify the County of all recalled items within 24 hours knowledge that the item has been recalled.
- Shall be responsible for pick-up, disposal, and replacement of all items that are subject to recall.
- Shall be responsible for all costs and expenses incurred in connection to the recall and replacement of items.
- Shall refund the purchase price paid by County for such items. Replaced items must meet the specifications of the original delivery and must be of equal or greater value.

2.9 PACKING SLIP/DELIVERY TICKET

Awarded Bidder(s) shall enclose a complete packing slip/delivery ticket with any items delivered in conjunction with this solicitation.

The packing slip/delivery ticket shall be made available to the County's authorized representative during delivery and include:

- the purchase order number; date of order; a complete listing of items delivered; back-order quantities and estimated delivery of backorders if applicable.

2.10 ACCEPTANCE OF PRODUCT

The goods 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 good is determined to not meet the specifications and requirements of this solicitation, prior to acceptance or upon initial inspection, the item will be returned, at Bidder's expense. At its discretion, the County may allow the Awarded Bidder(s) to provide a direct replacement or provide a full credit for the unacceptable/returned item. The Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.11 SAMPLES

Upon request, Bidders may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify Bidders 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, and brand name. 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 for that item(s); provided however, that in the event of a group or aggregate award, the Bidder's bid will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County. Any sample submitted shall create an express warranty that the whole of the goods 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.

2.12 PURCHASE OF SIMILAR PRODUCTS

The County has listed all major products within this solicitation which are utilized by County departments in conjunction with their operations, however there may be similar products that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder of each groups to obtain a price quote for the similar products. The County reserves the right to award these similar products to the Awarded Bidder(s) or to acquire the items through a separate solicitation.

2.13 SMALL BUSINESS MEASURE

When permitted by the funding source, a Small Business Enterprise Bid Preference shall be applied to bids submitted by Miami-Dade County Small Business Enterprise Goods and Services firms. The bid preference shall be utilized for bid evaluation and shall not be affect the Small Business Enterprise firm's pricing. For more information on Miami-Dade County's Small Business Program, please visit: <http://www.miamidade.gov/smallbusiness>

SECTION 3 - SCOPE OF WORK

3.1 SCOPE OF WORK

To provide frozen fruit juices for the Miami-Dade County. Miami-Dade County Corrections and Rehabilitation (MDCR) department, the primary user of this solicitation operates the eighth-largest jail system in the country, containing approximately 4,000 to 4,200 inmates daily.

3.2 FROZEN FRUIT JUICE SPECIFICATIONS

All frozen fruit juice provided as a result of this solicitation shall:

- meet the United States Department of Agriculture (USDA) commodity specification for frozen fruit juices
- be kosher certified and display a kosher approval symbol
- be frozen at the time of delivery to their destination and not have signs of being defrosted
- not contain plastic or foil

Bidders shall also provide a brand and product code for each product in Section 4, Pricing. The following specifications apply to each specific product:

Group 1:

3.2.1 Apple Juice (non-foil seal)
Pasteurized 100% apple juice from concentrate. Size: 4 ounces (oz.)

3.2.2 Grape Juice (non-foil seal)
Pasteurized 100% grape juice from concentrate. Size: 4 ounces (oz.)

3.2.3 Orange Juice (non-foil seal)
Pasteurized 100% orange juice. Size: 4 ounces (oz.)

Group 2:

3.2.4 Cranberry (non-foil seal)
A minimum of 15% cranberry juice with sweeteners added but no preservatives and no other juice. Size: 4 ounces (oz.)

Link for USDA Commodity Specification for Frozen Fruit Juices:

<https://www.ams.usda.gov/sites/default/files/media/CommoditySpecificationforFrozenFruitJuices.pdf>

3.3 APPROVED PRODUCTS/PRODUCT SUBSTITUTION

Bidders shall provide the brand of each product being provided in Section 4, Pricing. The County will accept the following brands: SunCup, M&B Products, Country Pure Foods (Ardmore Farms) or approved equals. The approval of products, brands, etc. shall be at the discretion of the County, on a product-by-product basis. Brands and/or product codes proposed by the Awarded Bidder(s) and approved by the County shall not change without prior authorization from the County. Substitute products may be considered, on a case by case basis. Awarded Bidder(s) shall not deliver a substitute product as a replacement to an awarded product without express written consent of the County prior to such delivery. Substitute product(s) must meet the specifications noted in Section 3.2, Frozen Fruit Juice Specifications, be of equal or better quality, and priced the same as the awarded item. Excessive substitution requests may be cause to cancel the contract.

3.4 REFRIGERATION EQUIPMENT/TRANSPORTATION OF FROZEN FRUIT JUICES

Awarded Bidder(s) shall ensure that all refrigeration equipment used in the transportation of frozen fruit juices is clean and sanitary, properly insulated and contains either a mechanical or thermostatically temperature control. Refrigeration equipment shall be capable of maintaining temperatures of 0 degrees F, or lower. The internal temperature of each product shall be maintained at 0 degrees F, until the time of unloading, in which the products internal temperature may not exceed 10 degrees F.