

FROZEN JUICES

Program Estimated Cost – \$475,000.00

FB-01562-Verification of Availability

March 26, 2020

SBD is attempting to place a Small Business Measure on **FB-01562**. Please review this document to determine if your firm would be able provide the contract's scope of services and is willing to participate on this solicitation. If your firm is interested, please include a copy of your firm's resume or list of projects or list 3 similar projects on the last page of this document.

The deadline to respond to this

Verification of Availability is 5:00 p.m., March 30, 2020.

Jacqueline Stewart

SBD Capital Improvement Project Specialist

Miami-Dade County Internal Services Department – Small Business Development

111 N.W. 1st Street, 19th Floor, Miami, Florida 33128

Phone: 305-375-3164 Fax: 305-375-3160

Email: jdavis@miamidade.gov

“Help stimulate Miami’s economy by supporting Small Businesses”

Please familiarize yourself with the Project Review Process Website:

<http://www.miamidade.gov/smallbusiness/projects-under-review.asp>

VERIFICATION OF AVAILABILITY TO BID

INTERNAL SERVICES DEPARTMENT (ISD)

SMALL BUSINESS DEVELOPMENT (SBD) DIVISION

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

111 N.W. 1ST STREET, 19th FLOOR

MIAMI, FLORIDA 33128

PHONE: 375-3164 **FAX:** 375-3160

CONTRACT SPECIALIST: **Jacqueline Stewart**

I am herewith submitting this letter of verification of availability and capability to bid, provided the proposed scope of work attached. (**NOTE:** Please provide all the information requested; incomplete and/or incorrect verifications are not acceptable or usable.)

CONTRACT TITLE: **FROZEN JUICES**

PROJECT NUMBER: **FB-01562**

Estimated Contract Amount: **\$475,000.00**

(Scope of work and minimum requirements for this project are attached.)

NAME OF FIRM

ADDRESS

CITY

ZIP CODE

Certification Expires: _____

DATE: _____

Telephone: (_____) _____ - _____

PRINT NAME AND TITLE

SIGNATURE OF COMPANY REPRESENTATIVE DATE

Please complete the following:

Currently Awarded Projects (Name of Project and Owner)	Project Completion Date	Contract Amount	Anticipated Awards

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.

Does your firm understand Section 2.1 in its entirety? ___ Yes ___ No

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.

Does your firm understand Section 2.2 in its entirety? ___ Yes ___ No

2.3 METHOD OF AWARD

This solicitation shall establish the following groups:

- Group I: Apple, Grape and Orange Juice
- Group II: Cranberry Juice

Award of this contract will be made on a group by group basis to the lowest priced, responsive, responsible Bidder. In order to be considered for award, Bidders must submit an offer for all items within a group. If a Bidder fails to submit an offer for all items within the group, its offer for that group may be rejected.

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.

Does your firm understand the Method of Award as identified in Section 2.3? _____
Yes _____ No _____

2.4 PRICES

Awarded Bidder(s) shall hold prices for no less than twelve (12) months from the effective date of the Contract. Awarded Bidder(s) may request a price adjustment annually. Such request should be submitted, at least ninety (90) days prior to the anniversary month of the Contract effective date. The County may consider price adjustments based on the Producers Price Index, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the following Series Id: PCU31141131141116, frozen fruit and vegetable manufacturing frozen concentrated juices, excluding orange juice.

It is the Awarded Bidder's responsibility to request any price adjustment under this provision. The County reserves the right to reject price adjustment requests or to negotiate prices. Concessions and/or deviations from the price adjustments terms will not be made. In the event that the Awarded Bidder does not comply with the price adjustment terms, the initial pricing provided upon award will be utilized for that Contract term.

Does your firm understand the pricing as identified in Section 2.4 in its entirety? _____
Yes _____ No _____

2.5 DELIVERY

All deliveries shall be made in accordance with the details provided in each purchase order. Awarded Bidder(s) shall not hold product. Standard delivery timeframe should be within 17 days of confirmation that the order has been received. 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(s). In cases of delays, the Awarded Bidder(s) 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 fail to make deliveries as stated in each purchase order, the County reserves the right to cancel the contract on a default basis. If the contract is terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent Bidder for any procurement costs.

Can your firm meet the delivery requirements as identified in Section 2.5 in its entirety? _____
Yes _____ No _____

2.6 BACKORDERS

If the Awarded Bidder(s) cannot deliver an ordered item by the date specified on the purchase order due to a current existing backorder of that item with the Awarded Bidder's manufacturer or distributor; Awarded Bidder(s) shall ensure that the County is notified a minimum of 24 hours in advanced and the new delivery date of the backordered item(s) must be agreed upon between both the County and the Awarded Bidder(s).

Awarded Bidder(s) shall not invoice the County for backordered items until such backorders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel, seek the items from another Bidder, and charge the Awarded Bidder under this contract for any directly associated re-procurement costs. If the Awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Can your firm meet the backorder requirements as identified in Section 2.6 in its entirety? ____ Yes ____ No

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.

Can your firm maintain the stock level as identified in Section 2.7? ____ Yes ____ No

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, the product 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.

Can your firm meet the requirements as identified in Section 2.8 in its entirety? ____ Yes ____ No

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 attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery
- Include, at a minimum, the following information: purchase order number; date of order; a complete listing of items delivered; back-order quantities and estimated delivery of backorders if applicable.

**Can your firm meet the requirements as identified in Section 2.9 in its entirety? _____
Yes _____ No**

2.10 FAILURE TO PERFORM

If the Awarded Bidder(s) fail to perform in accordance with the terms and conditions of the contract, the awarded Bidder may be deemed in default of the contract. If the Awarded Bidder(s) default, the County shall have the right to negotiate with the next responsive, responsible Bidder who provided the lowest price in the aggregate.

Does your firm understand Section 2.10 in its entirety? _____ Yes ___ No

2.11 CORRECTING DEFECTS OR DEFICIENCY

Awarded Bidder(s) shall promptly correct any deficiencies, at no cost to the County, within five (5) calendar days after the County notifies the Bidder of such deficiency either verbally or in writing. If the Awarded Bidder(s) fails to satisfactorily replace the damaged product as detailed in the notice to cure, the County may procure the product from the other Awarded Bidder and charge the incumbent any additional costs that are incurred by the County for the items procured; either through a credit memorandum or through invoicing.

Does your firm understand Section 2.11 in its entirety? _____ Yes ___ No

2.12 ACCEPTANCE OF PRODUCT

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 solicitation. If the Awarded Bidder provides a product that is determined not to meet the specifications of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the bidder's expense, to the bidder. . At the County's own option, the Awarded Bidder shall either provide a direct replacement of the item, or provide a full credit for the returned item. Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Does your firm understand Section 2.12 in its entirety? _____ Yes ___ No

2.13 PURCHASE OF SIMILAR ITEMS

The County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, however there may be similar items that

must be purchased by the County during the term of this contract. Under these circumstances, a County representative from the Strategic Procurement Division of the Internal Services Department will contact the Awarded Bidder(s) of both groups to obtain a price quote for the similar items. The County reserves the right to award these similar items to the Awarded Bidder(s) or to acquire the items through a separate solicitation.

Does your firm understand Section 2.13 in its entirety? Yes No

2.14 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.

Can your firm provide a sample as requested in Section 2.14? Yes No

2.15 BRANDS, PRODUCT CODES, AND PROPOSED SUBSTITUTIONS

Brands and/or product codes proposed by the Awarded Bidder(s) and approved by the County shall not change without authorization from the County. Substitute brands and/or product codes may be considered during the contract period on a case by case basis. Awarded Bidder(s) shall not deliver any substitute item(s) as a replacement to an awarded brand and/or product code without express written consent of the County prior to such delivery. Substitute item(s) must meet the specifications noted in Section 3.3, 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.

Does your firm understand Section 2.15 in its entirety? Yes No

2.16 PRODUCTS

This solicitation requires submission of the following documentation to enable County evaluation of each product offered.

- X: Product Information Sheets
- X: Product Samples Upon Specific Request

Can your firm provide the items listed above? Yes No

SECTION 3

SCOPE OF WORK

3.1 BACKGROUND

Miami-Dade Corrections and Rehabilitation Department (MDCR) operates the eighth-largest jail system in the country, containing approximately between 4,000 to 4,200 persons incarcerated on a daily basis. It is the intent of this solicitation to procure various frozen fruit juices with a non-foil seal on an as needed basis for Miami-Dade County.

Does your firm understand Section 3.1 in its entirety? Yes No

3.2 SCOPE OF WORK

It is the intent of this solicitation to procure various frozen fruit juices with a non-foil seal on an as needed basis for Miami-Dade County.

The County is requesting the following brands:

- SunCup
- M & B Products
- Country Pure Foods (Ardmore Farms)

Can your firm provide the items identified in Section 3.2 in its entirety? Yes No

3.3 FROZEN FRUIT JUICE SPECIFICATIONS

All frozen fruit juice provided as a result of this solicitation shall have no signs of having been defrosted and shall be frozen at the time of local delivery. All frozen fruit juice shall meet the following specifications:

Group 1:

3.3.1 Apple Juice (non-foil seal)

Size: 4 ounces, paper/cardboard carton with non-foil seal.

Shield - Pasteurized 100% apple juice from concentrate packed under continuous USDA inspection. Product to be kosher certified. Bidder shall also provide a brand and product code for each item.

3.3.2 Grape Juice (non-foil seal)

Size: 4 ounces, paper/cardboard carton with non-foil seal.

Shield - Pasteurized 100% grape juice from concentrate packed under continuous USDA inspection. Product to be kosher certified. Bidder shall also provide a brand and product code for each item.

3.3.3 Orange Juice (non-foil seal)

Size: 4 ounces, paper/cardboard carton with non-foil seal.

Shield - Pasteurized 100% orange juice from concentrate packed under continuous USDA inspection. Product to be kosher certified. Bidder shall also provide a brand and product code for each item.

Can your firm provide ALL the items listed in Section 3.3 (Group A)? Yes No

Group 2:

3.3.4 Cranberry (non-foil seal)

Size: 4 ounces, paper/cardboard carton with non-foil seal.

Shield – Pasteurized, minimum of 15% cranberry juice with sweeteners added, but no preservatives and no other juices, packed under continuous USDA inspection.

Product to be kosher certified. Bidder shall also provide a brand and product code for each item.

Can your firm provide ALL the items listed in Section 3.3 (Group B)? Yes No

3.4 REFRIGERATED EQUIPMENT

The Awarded Bidder(s) shall ensure that any carrier used in the transportation of product is properly insulated, and contains mechanical or thermostatically temperature control refrigeration equipment at all times while delivering and storing the product(s). Such equipment shall be capable of maintaining temperatures at 0 degrees F, or lower. The internal product temperature of the frozen fruit juices shall be maintained at 0 degrees F, and at time of unloading may not exceed 10 degrees F to protect the product. The carrier shall utilize delivery equipment that is in a clean and sanitary condition suitable for hauling the product specified. It will be up to the County's discretion to reject any delivery from any equipment not meeting this requirement.

Can your firm meet the requirements in Section 3.4 in its entirety? Yes No

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

This questionnaire will assist SBD in identifying the qualified contractors that can provide the aforementioned good(s)/service(s). Indicate yes "Y" or no "N" on the empty line on the left side of this questionnaire and forward it completely filled out to this e-mail address: jdavis@miamidade.gov

or via fax (305) 375-3160 attention Jacqueline Stewart.

____ PROPOSER (PRIME) has experience completing projects with a similar size and scope as this project, meets the requirements of the PROPOSER (if any) and can perform the work as required.

____ PRIME **DOES NOT** have experience providing the required good(s) and/or services required by this solicitation.

I certify that to the best of my knowledge all the information provided is verifiable and correct.

Name of Firm: _____ Certification #: _____

Representative's Name: _____

Title: _____ Signature: _____

Please respond by **5:00 PM, MONDAY, MARCH 30, 2020.**

Any questions feel free to contact me at (305) 375-3164.

PLEASE LIST YOUR FIRMS HISTORY OF SIMILAR PROJECTS, REASON(S) WHY YOUR FIRM DOES NOT MEET THE EXPERIENCE REQUIREMENTS (IF APPLICABLE) AND ANY COMMENTS YOU MAY HAVE ON THE NEXT PAGE

SIMILAR PROJECTS AS PRIME OR SUB-CONTRACTOR

Please attach a copy of your firm's resume or a list of your firm's history of "Projects with Similar Scope of Services"

Project Title: _____

Client Name: _____

Contract #: _____

Contract Amount: \$ _____

Scope of Services:

Project Title: _____

Client Name: _____

Contract #: _____

Contract Amount: \$ _____

Scope of Services:

Project Title: _____

Client Name: _____

Contract #: _____

Contract Amount: \$ _____

Scope of Services:
