

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

New contract
 OTR
 CO
 SS
 BW
 Emergency

Previous Contract/Project No.
8880-1/21-1

Re-Bid
 Other

LIVING WAGE APPLIES: YES NO

Project No: FB-01708

Term of Contract: 5 Years

Project Title: Frozen Kosher Meals

Requisition Number: RQID2100007

Description: The purpose of this solicitation is to establish a contract for the purchase of Frozen Kosher Meals for use in Miami-Dade County facilities on an as-needed basis.

User Department(s): Corrections

Issuing Department: Strategic Procurement Division

Contact Person: Chris Grant-Henriques

Phone: 305-375-3085

Estimated Value: \$2,935,969.00

Funding Source: General Operating Fund

Revenue Generating: No

ANALYSIS

Commodity/Service No: 385-47, 952-30, 963-47			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <u> </u> if this is a New Contract/Purchase with no Previous History			
	PREVIOUS CONTRACT	2 ND YEAR	3 RD YEAR
Contractor:	JNS Foods, LLC /	Prawn Seafoods, Inc	
Small Business Enterprise:	No	Yes	
Estimated Value To Date:	\$1,779,119		
Comments: This vendor defaulted and shuttered their business. The previous contract has subsequently been canceled.			
Continued on another page (s): <u> </u> Yes <u> </u> No			

RECOMMENDATION: Bid Preference

Basis of Recommendation:

Signed: *Chris Grant-Henriques*

Date to SBD: 03/16/2021

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of frozen kosher meals on an as-needed basis for the Miami-Dade County Corrections and Rehabilitation Department (Corrections).

2.2 DEFINITIONS

Kosher – Adhering to Jewish dietary laws governing the preparation of food and the restriction of certain food types.

2.3 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 five (5) year term.

2.4 METHOD OF AWARD

Award of this contract will be made to the two (2) lowest responsive, responsible Bidders that meet all the listed qualifications below and submit an offer on all items listed in this solicitation and whose offers represent the two lowest prices when all items are added in the aggregate. The County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.4.1 Qualifications

- a) Bidder(s) shall provide three (3) client references of comparable scope for which they have provided similar goods as those requested herein, within the last five (5) years. All client references shall include the name of the company, a description of the products and services provided, period in which the products and services were provided, and the contact person's name, phone number, and email address.
- b) Bidders shall provide the contact information of a designated representative that can be reached during normal business hours (between 8:00am and 5:00pm local time) for County business matters. Bidder(s) shall provide the representative's name, title, phone number, and email address.

2.5 PRICING

The initial pricing resulting from this solicitation shall remain fixed for no less than one(1) year from the contract's effective date. A price adjustment may be considered if the Awarded Bidder(s) request an adjustment 90 days prior to the anniversary date of the contract. The County shall not grant a price adjust in excess of the annual 12-month percentage change for the Consumer Price Index for all Urban Consumers (CPI-U) Frozen and Freeze Dried Prepared Foods. Any request for adjustments received after 90 days from the anniversary date, may not be considered. If a price adjustment request is not received from the Awarded Bidder(s), the County shall assume that the Awarded Bidder(s) have agreed that the next year term will be at the current rate.

2.6 EQUAL PRODUCT

The manufacturer's name and brand name information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of quality and does not prohibit the offer of another manufacturer's item of equal quality. The County will determine if a product is equal to the manufacture referenced in this solicitation. Product samples may be requested in order for the County to evaluate the proposed product and determine if it is of equal quality.

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

1. Product Information Sheet
2. Product Samples Upon Request
3. Product Labels

2.7 INSURANCE

Send draft to Risk for evaluation

2.8 SMALL BUSINESS ENTERPRISE MEASURES

Send draft to SBE for evaluation

2.9 DELIVERY

The Awarded Bidder shall make deliveries within five (5) calendar days from the date of the purchase order. 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 shall notify the County of the delay prior to the original scheduled delivery so that a revised delivery date can be scheduled or other accommodations can be made.

The County shall not allow any late deliveries attributed to back order situations. Accordingly, the Awarded Bidder is required to deliver all items to the County within the time specified in each Purchase Order. No grace period on account of back order situations shall be honored, unless written authorization is issued by the County and a new delivery date is mutually established. In the event that the Awarded 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 Awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Delivery may be to any of the following locations depending on location specified on purchase order:

1. Turner Guilford Correctional
7100 NW 41st Street
Miami, Florida 33122
2. Pre-Trial Detention Center (DCJ or PTDC)
1321 NW 13th Street
Miami, Florida 33126
3. Metro West
13850 NW 41st Street
Miami, Florida 33178
4. Food Services Administration
1351 NW 78th Ave (Maya Building)
Doral, Florida 33126

2.10 ACCEPTANCE OF PRODUCT BY THE COUNTY

The goods to be provided hereunder shall be delivered to the County, and maintained in full compliance with industry standards, and the specifications and requirements set forth in this contract. If the Awarded Bidder's provided product is determined to not meet the specifications and requirements of this contract, prior to acceptance or upon initial inspection, the item will be returned, at the Awarded Bidder's expense. At its discretion, the County may allow the Awarded Bidder to provide a direct replacement or provide a full credit for the unacceptable/returned product. Awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Frozen foods shall have no signs of premature defrosting and shall be frozen solid at time of delivery. Food found to be partially thawed will not be accepted.

2.11 STOCK MAINTAINED BY VENDOR

Awarded Bidder shall ensure that adequate stock levels are maintained in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Awarded Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Awarded Bidder for any procurement costs incurred.

Awarded Bidder shall be responsible for properly storing, rotating and maintaining the quality of all products. Awarded Bidder shall maintain sanitary conditions and meet Florida Department of Health standards and regulations.

2.12 ADDITIONAL ITEMS

While the County has listed all major items and services within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional similar items or services that must be added to the contract after award. Under these circumstances, a County representative will solicit the Awarded Bidder and obtain a pricing for the similar items. The County reserves the right to award these similar items to the Awarded Bidder based on the price quoted, to negotiate pricing or to acquire the items through a separate solicitation.

SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder shall furnish and deliver frozen kosher meals to Miami-Dade County on an as-needed basis. Acceptable brands are Wilton Foods, Kosher Gourmet, or approved equal.

3.2 PRODUCTS TO BE PROVIDED

- a. Frozen Kosher Roast Chicken Dinners, consisting of 4 oz. roasted chicken (boneless weight), 1 oz. gravy, 4-6 oz. vegetable and 4-6 oz. starch. Double wrap dish, must be microwaveable and marked kosher.
- b. Frozen Kosher Meat Loaf Dinners, consisting of 4 oz. cooked beef meatloaf, 1 oz. gravy, 4-6 oz. vegetable and 4-6 oz. starch. Double wrap dish, must be microwaveable, and marked Kosher.
- c. Frozen Kosher Pot Roast Dinners, consisting of 4 oz. beef pot roast, 1 oz. gravy, 4-6 oz. vegetable and 4-6 oz. starch. Double wrap dish, must be microwaveable, and marked Kosher.
- d. Frozen Kosher Spaghetti with Meatballs Dinners, consisting of 4 oz. cooked beef meatballs, 2 oz. tomato sauce, 4-6 oz. starch. Double wrap dish, must be microwaveable and marked Kosher.
- e. Frozen Kosher Vegetable Cutlet Dinners, consisting of 4 oz. vegetable cutlet, 4-6 oz. vegetable and 4-6 oz. starch. Double wrap dish, must be microwaveable, and marked Kosher.
- f. Frozen Kosher Roast Turkey Dinners, consisting of 4 oz. roasted sliced turkey, 1 oz. gravy, 4-6 oz. vegetable and 4-6 oz. starch. Double wrap dish, must be microwaveable and marked Kosher.
- g. Frozen Kosher Cheese Lasagna Dinners, consisting of 6 oz. cheese lasagna, 2 oz. marinara sauce, and 6 oz. starch. Double wrap dish, must be microwaveable, and marked Kosher.

3.3 PROOF OF KOSHER CERTIFICATION

All delivered product must be certified as Kosher and have one of the following symbols clearly printed on the packaging:



3.4 EQUIPMENT

The County reserves the right to reject the goods delivered by a carrier, if the carrier's equipment is not in clean, sanitary and/or suitable for transporting the product specified. Delivery must be made using properly insulated, mechanical or thermostatically temperature controlled equipment to protect the products.

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SECTION 4: BID SUBMITTAL

<p>2.4(a)</p>	<p>Bidder(s) shall provide the contact information of a designated representative to the County. Bidder shall provide the representative's name, title, phone number, and email address.</p> <p>Representative Name: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p> <p>E-Mail Address: _____</p>	
<p>2.4(b)</p>	<p>Bidder shall be regularly engaged in the business of providing frozen kosher meals to commercial entities. Bidder shall submit contact information for two separate commercial business references. Contact information must include; Name of business, name of contact person, address of business location, phone number, and email address.</p>	

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