

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

New contract
 OTR
 CO
 SS
 BW
 Emergency

Previous Contract/Project No.
FB-01972

Re-Bid
 Other

LIVING WAGE APPLIES: ___ YES _X_ NO

Requisition/Project No: **FB-02276**

Term Of Contract: 3 years with 0 Option(s)-To-Renew

Requisition/Project Title: **Carbonated & Non-Carbonated Beverages**

Description: The purpose of this solicitation is to establish a contract for the purchase of canned/bottled carbonated and non-carbonated products for various Miami-Dade County Departments on an as needed basis. Awarded Bidder shall furnish, install and service the equipment (vending machines and coolers) used to dispense the purchased products at no charge to the County during the contract period.

User Department(s): **Various Departments**

Issuing Department: **Internal Services**

Contact Person: **David Leyte-Vidal/Chris Grant-Henriques**

Phone: **305-375-3085**

Estimated Cost: **\$217,890.00**

Funding Source: **General/Proprietary**

Revenue Generating: **No**

ANALYSIS

Commodity/Service No: 39377, 16592, 74085, 96115, 97785

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Contracts.
Check Here ___ if this is a New Contract/Purchase with no Previous History

PREVIOUS CONTRACTS

Contractor:	Coca-Cola Beverages Florida, LLC.	Right Choice Vending/Coffee LLC.
Small Business Enterprise:	N	N
Contract Value:	\$491,492.00	\$491,492.000

Comments:

Continued on another page (s): ___ Yes _X_ No

RECOMMENDATION: Bid Preference

Basis of Recommendation:

Eight SBEs identified, however, none responded to previous solicitation so a Set Aside may not be feasible.

Signed: *Chris Grant-Henriques*

Date to SBD: February 22, 2022

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of canned/bottled carbonated and non-carbonated products for various Miami-Dade County Departments on an as needed basis. Awarded Bidder shall furnish, install and service the equipment (vending machines and coolers) 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 Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the three (3) year term.

2.3 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder when all items are added in the aggregate, who meet the bid submittal requirements listed below. If a Bidder fails to submit an offer on all items, its offer may be rejected. If the Awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Awarded Bidder may be deemed in default of the contract.

2.4 BID SUBMITTAL REQUIREMENTS

To be considered for award recommendation, Bidders are to provide the documentation requested below:

- a. Bidder(s) shall provide the contact information of a designated representative who can be reached during the County's business hours (8:00am to 5:00pm), Mondays through Fridays to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number, and email address.
- b. Bidder(s) shall provide one (1) client reference of comparable scope for which they have provided similar products and equipment as those requested herein. All client references shall include the name of the company, a description of the products and equipment provided, period in which the products and equipment were provided, and the contact person's name, phone number, and email address.

Bidder(s) shall submit with their bid all the specified information, documents, and attachments as proof of compliance to the requirements above; however, Miami-Dade County may, at its sole discretion, allow the Bidder(s) to complete or supplement the requirement information/documents during the evaluation process. Failure to provide proof of compliance to the requirements, as specified by the County, may result in the Bidder not being recommended for award. The County shall be sole judge of the Bidder's conformance with the requirements and its decision shall be final.

2.5 PRICING

Prices shall remain fixed for a period of one (1) year (initial term) after the commencement of the contract. Prices may change annually based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL); however, the annual increase shall not exceed five percent (5%). Awarded Bidder shall submit rate adjustment requests at least sixty (60) days prior to the end of each 12-month period.

The period used to calculate the adjustment will include no more than twelve (12) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the 12th month, including preliminary [P] numbers during the current twelve (12) months, as not all months may be available for calculation. If the County authorizes an adjustment, the awarded rate(s) will be multiplied times the index percentage change, and the new awarded rate(s) for the next twelve (12) months. The rate adjustment, if any, will take effect on the first month of the next twelve (12) month period.

The County reserves the right to apply any reduction in pricing for each contract year based on the downward movement of the applicable index.

2.6 DELIVERY

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 control of the Awarded Bidder. 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. 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 products from another Bidder, and charge the Awarded Bidder 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.

2.7 ACCEPTANCE OF PRODUCTS BY THE COUNTY

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

2.8 STOCK MAINTAINED BY AWARDED BIDDERS

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 products elsewhere, and charge the Awarded Bidder for any re-procurement costs incurred.

2.9 ADDITIONAL PRODUCTS

While the County has listed all major products within the scope of this solicitation which are utilized by County Departments in conjunction with their operations, there may be similar products that need to be purchased during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder and obtain pricing for the similar products. The County reserves the right to award these similar products to the Awarded Bidder based on the prices quoted, negotiate pricing, or acquire the products through a separate solicitation.

2.10 ADDITION/DELETION OF EQUIPMENT LOCATIONS

Although this solicitation and resultant contract identifies specific facilities 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.

The County may delete service for any facilities when such service is no longer required during the contract period.

2.11 INSURANCE

The following clause replaces the insurance requirements listed in Section 1, General Terms and Condition, Paragraph 1.22A; all other terms and conditions remain:

1. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Inland Marine in an "all risk" basis in an amount not less than one hundred percent (100%) of the replacement value of the equipment and materials. Policy must provide coverage for property in transit. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The County is seeking to establish a contract to purchase carbonated and non-carbonated beverages to provide to staff and patrons at various facilities. Corrections and Rehabilitation Department will purchase canned and bottled beverages for staff during emergencies, such as hurricanes and Alpha/Bravo events, and to serve during catering events. Parks, Recreation and Open Spaces Department will purchase canned and bottled beverages for vending machines and coolers (equipment) to retail at their parks and restaurants. Seaport Department will purchase canned and bottled beverages for various meetings, workshops and seminars for their employees and visiting dignitaries.

Awarded Bidder shall provide equipment to dispense beverages at no cost to the County and serviced as required by industry standards.

Unless otherwise noted, products to be provided shall be of nationally recognized and accepted brands, including but not limited to: Coca-Cola, Pepsi, Sprite, 7-Up, Diet Pepsi, Diet Coke, Diet Sprite, Diet 7-Up, Cherry Coke, Fanta, Fresca, Surge, Bargs Root Bear & Cream Soda, Minute Maid, Nestea, Seagrams Ginger Ale, Wild Cherry, Mountain Dew, Sunkist, Mug Root Bear, Dr. Pepper, Lipton Tea, Powerade, Gatorade, Dasani, Aquafina, and Evian.

3.2 PRODUCTS TO BE PROVIDED

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.

2. BOTTLED ASSORTED BEVERAGES (packed 24/20 oz. bottles 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, sports drinks, bottled water.

3.3 EQUIPMENT

Equipment (vending machines and coolers) provided by the Awarded Bidder must be new or "like new" in condition and appearance when installed. All equipment shall contain the necessary safety devices, which shall always be maintained in operating condition. If the equipment is deemed unsuitable or is in frequent disrepair, the Awarded Bidder must replace said equipment at the County's option.

Equipment shall be delivered, installed and operational at all designated locations within sixty (60) days of commencement of the contract. Awarded Bidder shall coordinate with the County Project Manager and the incumbent vendor to ensure previous equipment is removed and new ones are installed within the established timeframe. Equipment shall be removed and/or installed without damage to the building and property. Installation and/or removal will be at no cost to the County. Awarded Bidder shall be solely financially responsible for any damage caused to County property during the installation or removal of equipment.

Awarded Bidder shall also be required to provide adequate training to County personnel on the appropriate use of the equipment or products, if necessary.

3.4 EQUIPMENT & LOCATIONS

Location	Quantities	
	Vending Machines	Cooler
Amelia Earhart	-	1
Arcola	-	-
Arcola Lakes	-	-
Briar Bay Golf	-	1
Country Club of Miami	-	2
Country Village	-	-
Crandon Tennis Center	-	2
Deering Estate	1	-
Fruit & Spice Park Store	-	1
Greynolds Golf Course	-	1
Kendall Indian Hammocks	-	1
Larry & Penny	-	-
MLK	-	-
North Glade	-	-
Oak Grove	-	-
Pelican Harbor Marina	-	1
Southridge	-	-
Trail Glades Range	2	1
Equipment Needed	3	11

3.5 REVENUE COLLECTION

Collection of revenue from vending machines will be performed and retained by Miami-Dade County personnel.

SECTION 4
BID SUBMITTAL

2.4.a	<p>Bidder(s) shall provide the contact information of a designated representative who can be reached during the County's business hours (8:00am to 5:00pm), Mondays through Fridays to address matters relating to the contract. Bidder(s) 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>	
2.4.b	<p>Bidder(s) shall provide one (1) client reference of comparable scope for which they have provided similar products and equipment as those requested herein. All client references shall include the name of the company, a description of the products and equipment provided, period in which the products and equipment were provided, and the contact person's name, phone number, and email address.</p>	<p align="center">_____ Initials</p>
Reference # 1		
Organization		
Description of products and equipment provided		
Period in which products and equipment were provided		
Contact Person's Name		
Contact Person's Phone Number		
Contact Person's E-mail Address		

PRICING

Item	Estimated Annual Quantity	Description	Unit of Measure	Unit Price
1	940	Cola Soft Drink, 24/12 oz. cans per case	Case	
2	342	Dietetic Soft Drinks, 24/12 oz. cans per case	Case	
3	100	Lemon/Lime Flavored Soft Drinks, 24/12 oz. cans per case	Case	
4	265	Assorted Soft Drinks, 24/12 oz. cans per case	Case	
5	852	Bottled Soft Drinks, 24/20 oz. bottles per case	Case	
6	855	Bottled Sports Drinks, 24/20 oz. bottles per case	Case	
7	1270	Bottled Water, 24/20 oz. bottles per case	Case	
8	600	Bottled Water, 24/12 oz. bottles per case	Case	