

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

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. **RFP531**

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition/Project No: **RFQ863** TERM OF CONTRACT: **3 years with 2 one year options to renew**

Requisition/Project Title:- **Special Event Catering**

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County Seaport ("PortMiami"), is soliciting proposals from qualified caterers to submit their qualifications for inclusion in a pool of caterers to provide full service catering for various types of events at PortMiami and other County departments. Selected Caterers will participate in the Special Event Catering Pool, hereinafter referred to as the "Pool", for events on an as needed basis.

It is the County's intent to solicit qualifications from as many Proposers as are interested, to verify all information supplied, to evaluate submissions and pre-qualify selected Proposers for future projects. The selection of Caterers qualified for Pool membership will be made by the Evaluation Selection Committee based on the evaluation criteria listed in Section 4.0 of the RFQ.

Proposers may apply for one or more of the three catering categories, 1) small events, 2) medium sized events, and 3) large sized events. Refer to Section 2.1 for more information.

User Department(s): **Port Miami**

Issuing Department: **ISD/PM** Contact Person: **Pearl P. Bethel** Phone: **(305) 375-2102**

Estimated Cost: **\$250,000** Funding Source: **Proprietary** REVENUE GENERATING: **No**

ANALYSIS

Commodity/Service No: 962-34 & 961-15 SIC:			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2nd YEAR	1st YEAR
Contractors:	Special Events Catering By Les, Inc	Special Events Catering by Les, Inc We're Having A Party Inc	Catered Creations Inc We're Having A Party Inc Special Events Catering by Les, Inc
Small Business Enterprise:			
Contract Value:	\$40,000	\$40,000	\$120,000
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		

Basis of Recommendation:

Signed: Pearl P. Bethel

Date to SBD: **June 19, 2013**

Date Returned to DPM: _____

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This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR QUALIFICATIONS (RFQ) No. 863
FOR
SPECIAL EVENT CATERING**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
for
Miami-Dade County Seaport (PortMiami)

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Pearl P. Bethel, Procurement Contracting Officer II
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2102
E-mail: bpearl@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County Seaport ("PortMiami"), is soliciting proposals from qualified caterers to submit their qualifications for inclusion in a pool of caterers to provide full service catering for various types of events at PortMiami and other County departments. Selected Caterers will participate in the Special Event Catering Pool, hereinafter referred to as the "Pool", for events on an as needed basis.

It is the County's intent to solicit qualifications from as many Proposers as are interested, to verify all information supplied, to evaluate submissions and pre-qualify selected Proposers for future projects. The selection of Caterers qualified for Pool membership will be made by the Evaluation Selection Committee based on the evaluation criteria listed in Section 4.0 of the RFQ.

Proposers may apply for one or more of the three catering categories, 1) small events, 2) medium sized events, and 3) large sized events. Refer to Section 2.1 for more information.

The County anticipates creating a Pool for a three year period, with two, one year options to renew, as a result of the pre-qualification process, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.

Deadline for receipt of questions:

Proposal due date:

See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Invitations to Quote" (ITQ) to mean the solicitation document requesting proposals from Pool members.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
5. The words "Purchase Order" (PO) to mean an assignment of work issued by the County to a Contractor to perform work specified in an ITQ.
6. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
9. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES**2.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County Seaport ("PortMiami"), is soliciting proposals from qualified caterers to submit their qualifications for inclusion in a pool of caterers to provide full service catering for various types of events at PortMiami and other County departments. Selected Proposers will participate in the Special Event Catering Pool, hereinafter referred to as the "Pool", for events on an as needed basis.

The Pool of pre-qualified caterers, with applicable licenses and experience, will be assigned to one or more of the three special event catering service categories based on submitted qualifications.

Service categories are as follows:

- 1) Small Event Catering: Minimum of one (1) year experience in the catering business, and catered events for 35 people or less.
- 2) Medium Sized Event Catering: Minimum of two (2) years of experience in the catering business, and catered events for 36 -100 people.
- 3) Large Sized Event Catering: Minimum of three (3) years of experience in the catering business, and catered events for 101 people or more.

2.2 Minimum Qualification Requirements

The minimum qualification requirements for this Solicitation are:

- A. Selected Pool member must have a valid, current Catering License from the Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants as of proposal due date.
- B. Selected Pool members proposing for the medium and large size event catering categories must have a valid Series 13 CT License to sell, provide and serve alcoholic beverages issued by the Division of Alcoholic Beverages as of proposal due date.

Notes: These requirements are a continuing condition of award, and are required throughout the duration of the contract.

2.3 Structure of Pool

The County anticipates issuing multiple awards per service category. Selected Proposers will be added into the Pool in the respective service category in the order of their total overall score and ranking (i.e., highest ranked first) in said category, as described in Section 4.0

Selected Proposer(s) shall sign an agreement with the County prior to being accepted into the Pool (refer to anticipated Form of Agreement in Section 5.0). The agreement will include general legal and administrative provisions, and may be updated periodically to reflect new County requirements. The agreement will be supplemented, upon project award, by a Purchase Order specifying project scopes, payment and price information. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for lack of participation, which shall include failure over a reasonable time to propose on Invitations to Quote (ITQs) offered through the Pool, poor performance on an awarded ITQ, being in arrears in obligations to the County, and any other reason specified by County policies and procedures. Pool members shall maintain the qualifications of the firm and proposed personnel at a standard consistent and equivalent to the qualification submissions submitted in response to this Solicitation.

Pool members are in no way restricted from responding to other County solicitations falling outside the Pool.

2.4 Invitation to Quote Process

Membership in the Pool is a pre-requisite for obtaining work for catering projects issued through the Pool. As catering services are needed for various events, an ITQ with a Scope of Work defining what is required for the event will be sent to all Pool members in the category for which the catering services are required. Pool members will be invited to offer a price based on the ITQ. The Pool member offering the lowest price for the requested catering services in the ITQ will be issued an award via a Purchase Order, which will define project scope, payment and price information. The County reserves the right to establish an alternate, streamlined method for awarding Quotes.

The County will attempt to give Pool members 72 hours' notice for any changes for preparation or cancellation of an event. If it is not possible to give the pool member a 72 hour advance notice, the County will pay the Pool member for only the cost of the food and materials purchased specifically for the event. This food shall be delivered to the Port. The County will not pay the Pool member for the time that would have been spent at the event, including set-up and clean-up costs.

The County will endeavor to give the Pool member at least four (4) hours' notice, if cancellation is due to circumstances beyond the County's control, such as, but are not limited to hurricanes, floods, other acts of nature, civil unrest, or acts of terrorism. In these instances, the County will pay the Pool member for only the cost of the food and materials purchased specifically for the event. The County will not pay the Pool member for the time that would have been spent at the event, including set-up and clean-up costs.

Local Preference and Certified Service-Disabled Veteran's consideration will not apply to Invitations to Quote.

Note: The County may require Pool members to provide food tastings for certain events, in addition to price quotes. This requirement will be identified during the ITQ process.

2.5 Requirements and Services to be Provided

A. Services to be provided

Pool members at a minimum shall:

1. Provide full service catering, similar to those normally provided to private sector accounts, including top-grade food and beverage service.
2. Set-up, provide servers, breakdown, and clean-up for all catering functions.
3. Provide all equipment required for the event (e.g., skirted tables and centerpieces, chafers and sterno, chairs, china, flatware, stemware, disposable service, ice, and other related items etc.) with the exceptions of those, which the County specifically agrees to provide.
4. Provide costumes or different uniforms for theme events (e.g., flowered shirts for Hawaiian Luau). Prior to each catering event, the County will work with the Pool member in the accommodation of the different themes.
5. Collect all waste material, garbage and refuse, making sure that all work areas are left in a clean condition. The Pool member is responsible for a thorough cleaning of the respective areas used after each event.
6. Make payment to the County for loss, breakage, malfunction or damage, other than normal wear and tear, to County property due to negligence, abuse, or improper use by its staff or helpers, in the appropriate amount as determined by the County.

B. Compliance Requirements

Pool members shall:

1. Adhere to the standards set forth by Florida Statutes and the Department of Health regarding food preparation and safety, and agrees to inspection by same at any reasonable time.
2. Be responsible for obtaining all permits, licenses, and certifications required by federal, state and local laws and regulations for the performance of the services required herein.
3. Comply with Division of Alcoholic Beverages and Tobacco, Bureau of Licensing, Florida Statute 561.20 13CT.

4. Ensure all food is packaged, stored and transported in a manner to protect against potential contamination; including dust, insects, rodents, unclean equipment, utensils and unnecessary handling.
- C. Personnel
Pool members shall:
1. Adequately staff all events with professional, courteous staff that will maintain a consistently high level of service and appearance including working with customers in a timely and professional manner before, during, and after the event.
 2. Provide a comprehensive training program to their employees, which at a minimum addresses uniforms and neatness, appropriate behavior at catered functions and health requirements. Employees involved in the preparation and delivery of meals shall also have training in safe food handling techniques.
- D. Delivery
Pool members shall:
1. Ensure all transported items are packaged in covered, insulated containers, and/or utilize temperature regulated "hot" or "cold" carts or other equipment in order to insure proper temperature controls. If necessary, Pool member shall provide hot and/or cold food and beverage storage during the event.
 2. Work with requested departments/agencies to ensure appropriate delivery times and locations for each event.

2.6 MENU DESCRIPTIONS

The following menus are examples of the food and beverage services that may be required during the term of the contract. These menus are provided as examples only and should not be considered as limiting the type of menus that may be subsequently offered or requested. Pool members will be provided specific requirements (e.g., theme of event, number of invitees, type of service required, budget etc.) during the ITQ process. Additionally, Pool members shall have the ability to provide menus to accommodate dietary restrictions and allergies (e.g., gluten or wheat, fish or shellfish, lactose or dairy, peanuts, vegetarian, kosher etc.) upon request.

A. Menu 1- Continental Breakfast

1. Assorted pastries, bagels, pastelitos, croissants, fruit, and assorted yogurts
2. Coffee, assorted teas, assorted juices, and bottled water.

B. Menu 2- Full Service Breakfast

1. Assorted pastries, bagels, fruit, assorted cereals, toast (white & wheat), croissants, bacon (turkey and pork), sausage (patties & links), eggs (scrambled and boiled), assorted yogurts, grits, hash browns or home fries.
2. Coffee, assorted teas, assorted juices, and bottled water.

C. Menu 3 – Buffet Luncheon

1. Assortment of deli sandwiches: turkey, ham and roast beef; deli salads: coleslaw, potato and pasta salad.
2. Dessert platter; cookies, mini pastries, brownies
3. Assorted diet and non-diet, caffeinated and non-caffeinated soft drinks, and bottled water

D. Menu 4 – Cocktail Reception

1. Chafing dishes with hot appetizers and appropriate dipping sauces: spring rolls, chicken quesadillas, conch fritters, mushroom caps, chicken skewers; block cheese with crackers/bread; vegetable crudites with dip.
2. Dessert display: fancy pastries, pies and cookies
3. Add as option: assorted hors d'oeuvres with dipping sauces (e.g., beef skewers, coconut shrimp, crab cakes, spinach phyllo etc.)

E. Menu 5 – Assisted Buffet

1. Carving Station: 1 beef item, 1 turkey or ham item, appropriate sauces; pasta station: pasta with 2 different sauces
2. Stir-fry: chicken and vegetables; fruit and vegetable crudité's; salad bar: Caesar salad; rolls & butter

F. Menu 6 – Formal Dinner and Luncheons

1. Fruit cup appetizer
2. Green salad with vegetables and choice of two dressings
3. Starch & vegetable
4. Dinner roll & butter
5. Dessert
6. Entrée Choices:
 - a) N.Y. Sirloin Steak, 12-14 oz.
 - b) Boneless 10 oz. chicken breast
 - c) Salmon

G. Full Bar

Full beverage service: premium liquors, domestic and imported beer, wine, assorted juices, diet and non-diet, caffeinated and non-caffeinated soft drinks, ice, lemons, limes and plastic ware, stirrers, napkins etc.

H. Beer & Wine Bar

Service to include domestic and imported beer and wine only (red, white and blush)

3.0 RESPONSE REQUIREMENTS**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS**4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance in providing catering services; references	35
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25
3. Proposer's approach to providing the services requested in this Solicitation	30
 <u>Financial</u>	
4. Proposer's financial capability	10

Proposals will receive a separate score, in each service category for which proposal is submitted. Proposals will be ranked on a category by category basis. For example, proposals submitted for the Small Event Catering Category will only be ranked against other Small Event Catering proposals.

4.3 Oral Presentations and Food Tasting

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation which may include a food tasting of the sample menus provided for the various categories with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) After the food tasting and upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents and food sampling combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained

by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.9 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-

Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package



Small Business Development Division
Project Worksheet

Project/Contract Title: SPECIAL EVENT CATERING
Project/Contract No: RQSP1300011
Department: SEAPORT
Estimated Cost of Project/Bid: \$90,000.00

Funding Source:
OPERATING

Received Date: 01/24/2013

Description of Project/Bid: To establish a solicitation for the purpose of pre-qualifying bidders, for one of three Special Event Catering Service Categories. This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria for this solicitation. All bidders meeting or exceeding the criteria will be placed in a pool of pre-qualified bidders eligible to compete for special event catering services administered by the Port of Miami or other County departments.

Resubmittal Date(s):

Contract Measures Recommendation		
<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Bid Preference	SBE	

Reasons for Recommendation
<p>BID PREFERENCE</p> <p>This project meets all the criteria set forth in I.O. #3-41</p> <p>There are twenty-two (22) SBE firms certified in the required Commodity Codes.</p> <p>Commodity Code: 96115-Concessions, Catering, Vending: Mobile And Stationary</p>

Small Business Contract Measure Recommendation				
<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
				Total

Living Wages: YES NO

Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference <input checked="" type="checkbox"/>	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	 SBD Director	1/30/13 Date	