

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

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No. N/A
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: \_\_YES \_\_X\_NO

Requisition/Project No: **EVN0000567**

Term Of Contract: **12** months with **0** Option(s)-To-Renew

Requisition/Project Title: **Grocery and Shelf Stable Spot Market Quote**

**Description:** The purpose of this Invitation to Quote (ITQ) is to obtain quotes for groceries and shelf stable products. Eligible vendor(s) must be pre-qualified under EVN0000084 prior to the closing date of this ITQ

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

Issuing Department: **Strategic Procurement**    Contact Person: **Chris Grant-Henriques**    Phone: **305-375-3085**

Estimated Cost: **\$1,800,000.00**    Funding Source: **General/Federal**    Revenue Generating: **No**

**ANALYSIS**

<b>Commodity/Service No: 38512, 39346, 39343, 39387, 39354, 39335, 39348, 39380</b>			
<b>Trade/Commodity/Service Opportunities</b>			
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <b>Contract/Project History of Previous Contracts.</b>            Check Here __ if this is a New Contract/Purchase with no Previous History         </div>			
<b>PREVIOUS CONTRACTS</b>			
<b>Contractor:</b>	JNS Foods, LLC.	Prawn Seafoods, Inc.	All Brand Supplies Distributors, Inc.
<b>Small Business Enterprise:</b>	N	Y	N
<b>Contract Value:</b>	\$167,000	\$2,100,000	\$425,000
<b>Comments:</b>			
Continued on another page (s): __Yes __X_No			

RECOMMENDATION: Bid Preference

<b>Basis of Recommendation:</b>
Bid Preference is recommended as historically only one SBE has been able to provide about half the items needed and other suppliers provided the remaining. Inability to provide the majority of items procured will result in another Spot Market Quote being issued.

Signed: *Chris Grant-Henriques*

Date to SBD: May 5, 2023



**INVITATION TO QUOTE (ITQ)**

**PART I. ITQ OVERVIEW AND GENERAL TERMS AND CONDITIONS**

**A. Information**

<b>Event No.:</b> EVN0000567
<b>Event Title:</b> Grocery and Shelf Stable Products Spot Market Quote
<b>This ITQ is issued pursuant to Miami-Dade County Pool of Prequalified Vendors No. and Title.</b> EVN0000084
<p>Bids are to be submitted electronically through a secure mailbox via the Integrated Financial Resources Management System (INFORMS) (<a href="https://supplier.miamidade.gov">https://supplier.miamidade.gov</a>) until the date and time indicated in the INFORMS Solicitation End Date published in INFORMS and in this Solicitation document. It is the sole responsibility of the Bidder to ensure that its Bid is in INFORMS before the solicitation deadline. There is no cost to the Bidder to submit a Bid for a Miami-Dade County solicitation via INFORMS. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.</p> <p>For information concerning this Solicitation, use the question/answer feature provided within the Solicitation by INFORMS at <a href="https://supplier.miamidade.gov">https://supplier.miamidade.gov</a>. Questions of a material nature must be received prior to the date and time of the INFORMS Solicitation Question &amp; Answer End Date specified in the Solicitation. Material changes, if any, to the Solicitation will be made only by written addendum. (See Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site).</p> <p>Bidders must allow sufficient time to complete online forms and upload all bid documents. All information and documents must be fully entered, uploaded, acknowledged (“Confirm”) and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will stop the process and the submission will be considered late and will not be accepted.</p> <p>No part of a Bid can be submitted by hardcopy, email or fax. Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.</p> <p><b>Recorded eSupplier Workshop</b>  <a href="https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780">https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780</a>          Password: q37%t+pG</p> <p><b>Submit a Bid Job Aid</b>  <a href="https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf">https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf</a></p>
<b>County Department:</b> Strategic Procurement on behalf of multiple Departments
<b>Department Contact:</b> Christopher Grant-Henriques <b>E-Mail:</b> Christopher.Grant-Henriques@miamidade.gov
<b>Delivery/Service Address:</b> Please see below.
<b>Delivery/Service Required:</b> Please see below.
<p><b>Method of Award:</b>          Award of this Contract will be made to the lowest responsive and responsible Bidder:</p> <p><input checked="" type="checkbox"/> on an item-by-item basis. Please see additional award information related to “Environmentally Friendly Alternative Products” in Part II, No. 11.</p>



## INVITATION TO QUOTE (ITQ)

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### **B. Instruction to All Bidders**

1. Section 1, General Terms and Conditions of Miami-Dade County (County) shall apply to all resultant Contracts from this ITQ. This Section is available on demand at the County's Strategic Procurement Department's (SPD) webpage: <https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r22-3.pdf>  
General Terms and Conditions of Section 1 are non-negotiable.
2. The use of federal funds is anticipated in the resultant contract. As such, the following Section 1 General Terms and Conditions provisions **shall not apply to items labeled Federal in this ITQ:**
  - Article 1.2(H) Prompt Payment Terms
  - Article 1.11 Local Preference
  - Article 1.29 Office of the Inspector General (*only the **cost** of the random audits, as specified*)
  - Article 1.37 County User Access Program (UAP)
  - Article 1.45 Small Business Enterprise (SBE) Measures
  - Article 1.46 Local Certified Veteran's Business Enterprise Preference
  - Article 1.47 Application of Preferences
  - Article 1.49 First Source Hiring Referral Program (FSHRP)
3. Pursuant to Section 2-11.1 (t) of the Code of Miami-Dade County, as amended, a "**Cone of Silence**" is imposed upon issuance of this ITQ after advertisement and terminates at the time a written recommendation is issued.

## **PART II. ADDITIONAL TERMS**

### **1. Term of Contract**

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the County Mayor or designee, unless otherwise stipulated in the Purchase Order issued by the County Department and shall remain in effect for a term of one (1) year.

### **2. Pricing**

Prices shall remain fixed for a period of six (6) months after the commencement of the contract. Prices may change based on the Consumer Price Index – All Items (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL). Awarded Bidder(s) shall submit price adjustment requests at least thirty (30) days prior to the end of the first six (6) month period.

The period used to calculate the adjustment will include no more than six (6) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the 6th month, including preliminary [P] numbers during the current six (6) months, as not all months may be available for calculation. If the County authorizes an adjustment, the awarded price(s) will be multiplied times the index percentage change. The price adjustment, if any, will take effect on the first month of the next six (6) 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.



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### 3. Small Business Enterprise (SBE) (As provided by the Small Business Development Division)

### 4. Insurance Requirements

Awarded Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awarded Bidder or its employees, agents, servants, partners principals or subcontractors. Awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Awarded Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Awarded Bidder shall furnish to **Strategic Procurement Department**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ:**      **MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**



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### 5. Delivery

Awarded Bidder(s) shall make deliveries in accordance with the Purchase Orders provided by the County departments. 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 Awarded Bidder(s) control. In cases where a delivery will be delayed, Awarded Bidder(s) must 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.

County employees may be authorized in writing to pick-up items awarded under this ITQ. Awarded Bidder(s) shall request proof prior to releasing an item to a County employee. Awarded Bidder(s) shall maintain a copy of the written authorization. If Awarded Bidder(s) are in doubt about any aspect of pick-up, Awarded Bidder(s) shall contact the appropriate user department to confirm the authorization.

### 6. Delivery Locations

Awarded Bidder(s) shall deliver items to the following County facilities within Miami-Dade County boundaries, as further defined in the Purchase Order, during the days and times prescribed below:

#### **Miami-Dade Community Action and Human Services (CAHSD)**

Delivery dates, locations and times will be detailed on each Purchase Order.

#### **Miami-Dade Corrections and Rehabilitation (MDCR)**

Deliveries for MDCR shall be made on Monday, Wednesday, & Friday from 7:00 AM to 1:00 PM to the following locations. Awarded Bidder(s) may be required to make deliveries outside of the stated delivery dates, time and locations to fulfil MDCR's needs.

- Metro West  
13850 NW 41 St  
Miami, FL 33178
- Pre-Trial Detention Center (aka Main Jail or DCJ)  
1321 NW 13 St  
Miami, FL 33125
- Turner Guilford Knight Center (aka TGK)  
7100 NW 41 St  
Miami, FL 33166

#### **Miami-Dade Public Housing & Community Development (PHCD)**

Deliveries for PHCD shall be made on Friday mornings from 6:30 AM to 10:30 AM to the location listed below. If deliveries cannot be made on Friday mornings, Awarded Bidder(s) shall deliver the products on Thursdays, during the same time frame. Awarded Bidder(s) may be required to make deliveries outside of the stated delivery date(s), time and locations to fulfil PHCD's needs.

- 1150 NW 11th Street Road  
Miami, FL 33136

#### **Miami-Dade Parks, Recreation and Open Spaces (MDPR)**

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Deliveries for MDPR shall be made at the following locations. Delivery dates and times will be detailed on each Purchase Order:

- Country Club of Miami  
6801 Miami Gardens Drive  
Miami, FL 33015
- Mango Café @ the Fruit and Spice Park  
24801 SW 186th Street  
Homestead, FL 33031
- Gwen Cherry Park  
7090 NW 22 Avenue  
Miami, FL 33147
- CPA Regional Office  
10901 SW 24 Street  
Miami, FL 33165
- Goulds Park  
11350 SW 216 Street  
Miami, FL 33170
- Pelican Harbor Marina  
1275 NE 79 Street  
Miami, FL 33138
- Crandon Tennis Center  
730 Crandon Blvd  
Key Biscayne, FL 33149

### **7. Back Order Delays**

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

### **8. Force Majeure**

Awarded Bidder(s) shall not be held liable or responsible to the County nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to acts of nature, riots, civil commotions, strikes, public health emergencies, acts of war (declared or not), omissions or delays in acting by any governmental authority. Awarded Bidder(s) shall provide the County with prompt written notice of



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any delay or failure to perform that occurs by reason of force majeure. Awarded Bidder(s) and the County shall mutually seek a resolution of the delay or failure to perform.

### **9. Packing Slip/Delivery Slip**

Awarded Bidder(s) shall enclose a complete packing slip or delivery ticket with any items delivered. The packing slip or 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. The packing slip/delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

### **10. Local Products**

Vendors are encouraged to source products from local manufacturers. Vendors shall make efforts to secure products manufactured in Miami-Dade County in the fulfillment of orders.

### **11. Eco-Friendly Products and Packaging**

The County supports and encourages the use of recycled, remanufactured, and other eco-friendly products. Vendors are encouraged to provide products that include recycled content and are plant-based, contain organic materials, and/or use unbleached or chlorine free manufacturing processes. Where available, Vendors should provide products whose packaging is recyclable or compostable, providing environmentally safe recycle and reuse options.

Bidders are encouraged to provide pricing for "environmentally friendly alternative products" of any items listed in this solicitation. An environmentally friendly product may be awarded if the price difference does not exceed ten percent (10%) of the lowest price offered. Bidder shall indicate in their comments, in the INFORMS system for each respective line item, if a product offered constitutes as an "environmentally friendly alternative product".

### **12. Acceptance of Products**

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

### **13. Samples**

The County may request samples of any item prior to the award of that item. All samples shall reflect the pack size or size consistent with Section 4, Pricing. The County shall not purchase samples. If any item cannot be evaluated due to the lack of samples being provided, the Bidder may be deemed non-responsive for the award of that item.

### **14. Substitute Products**

Substitute product may be considered during the contract term for items affected by Force Majeure. The Awarded Bidder shall not deliver any substitute product(s) as a replacement to an awarded product without express written consent from the County Project Manager prior to such delivery. Awarded Bidder shall provide a verifiable reason as to why the product is unavailable and the anticipated timeframe as to when such product will be available. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to terminate the contract.



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### 15. Inventory/Inventory Checks

**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.** The County may perform random inventory checks, at its discretion. Upon notification from a County representative, Awarded Bidder(s) shall allow County personnel access to Awarded Bidder's storage facility so that the County can ensure that Awarded Bidder is maintaining adequate stock and storing items correctly. **If an Awarded Bidder is not maintaining adequate stock or storing items correctly, the County may award the item(s) to the next lowest Bidder and charge the Awarded Bidder re-procurement fees.**

## PART III. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

### 1. Background/Purpose

The purpose of this Invitation to Quote (ITQ) is to obtain quotes for Groceries. Eligible vendor(s) must be pre-qualified under EVN0000084 prior to the closing date of this ITQ. Submittals received from non-eligible Bidders will not be evaluated.

### 2. Detailed Description of the Intended Results or Deliverables

Awarded Bidder(s) shall be responsible for furnishing and delivering groceries and shelf stable products, on an as needed basis, for various County departments. Awarded Bidder(s) shall also be responsible for exchanging and/or collecting any items which are damaged or not edible/fresh at no cost to the County.

### 3. Product Specifications

All products provided by the Awarded Bidder(s) shall comply with the item description listed in the Product Specifications Form.