

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

<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No. EVN0000334
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<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other
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LIVING WAGE APPLIES: __YES __X_NO

Requisition/Project No: **EVN0000747**

Term Of Contract: **6** months with **0** Option(s)-To-Renew

Requisition/Project Title: **Fresh Produce Spot Market Quote**

Description: The purpose of this Invitation to Quote (ITQ) is to obtain quotes for fresh produce. Eligible bidder(s) must be pre-qualified under Prequalification Pool RTQ-01722 prior to the ITQ closing date. Submittals received from non-eligible Bidders will not be evaluated.

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

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

Estimated Cost: **\$385,000.00** Funding Source: **General/Federal** Revenue Generating: **No**

ANALYSIS

Commodity/Service No: 39028, 39029, 39353, 39084, 39085			
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:	Excellent Fruit & Produce, Inc.		
Small Business Enterprise:	Y		
Contract Value:	\$390,843		
Comments:			
Continued on another page (s): __Yes __X_No			

RECOMMENDATION: Bid Preference

Basis of Recommendation:
As there are only one SBE vendor prequalified under this Pool, a Bid Preference is the only suitable recommendation.

Signed: *Chris Grant-Henriques*

Date to SBD: **June 21, 2023**



INVITATION TO QUOTE (ITQ)

PART I. ITQ OVERVIEW AND GENERAL TERMS AND CONDITIONS

A. Information

Event No.: EVN0000747
Event Title: Fresh Produce Spot Market Quote
This ITQ is issued pursuant to Miami-Dade County Pool of Prequalified Vendors No. and Title. RTQ-01722 – Fresh Produce
<p>Bids are to be submitted electronically through a secure mailbox via the Integrated Financial Resources Management System (INFORMS) (https://supplier.miamidade.gov) 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 https://supplier.miamidade.gov. Questions of a material nature must be received prior to the date and time of the INFORMS Solicitation Question & 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>Recorded eSupplier Workshop https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780 Password: q37%t+pG</p> <p>Submit a Bid Job Aid https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf</p>
County Department: Strategic Procurement on behalf of multiple Departments
Department Contact: Christopher Grant-Henriques E-Mail: Christopher.Grant-Henriques@miamidade.gov
Delivery/Service Address: Please see below.
Delivery/Service Required: Please see below.
Method of Award: Award of this Contract will be made to the lowest responsive and responsible Bidder: <input checked="" type="checkbox"/> on a group-by-group basis. If a Bidder fails to submit an offer for all items, its offer may be rejected.



INVITATION TO QUOTE (ITQ)

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-r23-1.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.
4. Attachment A – Product Specifications contains the recommended pack size for each item. Bidder(s) shall provide their proposed pack size for the items in each Group they are bidding for.

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. The Contract shall expire on the last day of the six (6) month period.

2. Pricing

Prices shall remain fixed for a period of three (3) months after the commencement of the contract. Prices may change based on the Consumer Price Index – Fruit and Vegetables (All Urban Consumers, Not Seasonally Adjusted, Miami-Ft. Lauderdale-West Palm Beach, FL). Awarded Bidder(s) shall submit price adjustment requests at least fifteen (15) days prior to the end of the first three (3) month period.

The period used to calculate the adjustment will include no more than three (3) months, starting from the effective date of the contract, using the index above and include as many months as published (available) in the 3rd month, including preliminary [P] numbers during the current three (3) 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 three (3) 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)**

A Small Business Enterprise (SBE) Bid Preference will apply to all items not labeled federal (see Section 1, Paragraph 1.45).

Small Business Enterprise firms must be certified by Miami-Dade County Small Business Development by the bid submission deadline and remain certified, at the time of award and throughout the duration of the Contract. For more information, please visit <http://www.miamidade.gov/smallbusiness/certification-programs.asp>

4. **Insurance Requirements**

The following clause amends each respective insurance requirements listed in Section 1, General Terms and Condition, Paragraph 1.22A:

2. **Commercial General Liability Insurance** with products/completed operations for a minimum of \$1,000,000 each occurrence \$2,000,000 aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability covering all owned, non-owned and hired vehicles for a minimum of \$1,000,000 combined single limit.

All other requirements in Section 1, Paragraph 1.22.A remains the same.

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 caused by Force Majeure. 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. **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 and seek the items from another Bidder. Excessive non-compliance with this clause may result in the County terminating this contract for default.

7. **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



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specifications and/or 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.

8. Samples

Bidder(s) may be required to submit a sample of equal products proposed for evaluation by, and at no cost to the County. If samples are required, the County will notify Bidder(s) of such in writing and will specify the deadline for submission. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, item number, manufacturer's name and brand name. Samples shall adhere to the specifications listed in this solicitation. If the Bidder(s) fails to submit the sample properly labeled, within the specified date stipulated in the notice, the County shall not consider the Bidder's bid for the sample. All samples shall become the property of Miami-Dade County. Any samples submitted shall create an express warranty that the whole of the goods to be provided by the Bidder(s) during the contract period shall conform to the samples submitted.

9. 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.

10. 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. **Failure to maintain adequate stock or proper storage of items may result in the County terminating vendor for default.**

PART III. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1. Background/Purpose

The purpose of this Invitation to Quote (ITQ) is to obtain quotes for fresh produce. Awarded Bidder(s) shall be responsible for furnishing and delivering fresh produce items, on an as needed-basis, for various departments. 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.

2. Recalled Produce

Awarded Bidder(s) are expected to comply with all federal, state, and local laws and regulations for any recalled produce delivered to the County. Awarded Bidder(s) must notify the County or its designee of all recalled produce within 24 hours of their knowledge that the produce has been recalled. Awarded Bidder(s) shall be responsible for pick-up, disposal, and replacement of all produce that is subject to recall. Awarded Bidder(s) shall be responsible for all costs and expenses incurred in connection to the recall and replacement of produce. Recalled produce must be



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replaced by the Awarded Bidder(s) at no cost to the County and within a specified timeframe as determined by the County. Replaced produce must meet the specifications of the original delivery and must be of equal or greater value.

3. Packaging and Size Specifications

Awarded Bidder(s) shall provide fresh produce packaged as indicated in the Product Specifications form. The weight and/or size of the products shall adhere to the guidelines provided by the United States Department of Agriculture, where applicable.

4. Delivery Locations

Awarded Bidder(s) shall deliver fresh produce items to the following County facilities, 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, and 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 days, time and locations to fulfill 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 and Community Development (PHCD)

Deliveries for PHCD shall be made on Monday from 6:30 AM to 10:30 AM. Awarded Bidder(s) may be required to make deliveries outside of the stated delivery day, time and location to fulfill PHCD's needs.

- 1150 NW 11th Street Road
Miami, FL 33136

Miami-Dade Parks, Recreation and Open Spaces (PROS)

Deliveries for PROS shall be made on Tuesday and Friday from 6:00 AM to 11:00 AM.

Awarded Bidder(s) may be required to make deliveries outside of the stated delivery day, time and location to fulfill PROS' needs.

- Zoo Miami
Attn: Building A
1 Zoo Boulevard
12400 SW 152 Street



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Miami, FL 33177

5. Local Products

Awarded Bidder(s) are encouraged to source products from local manufacturers. Awarded Bidder(s) shall make efforts to secure products manufactured in Miami-Dade County in the fulfillment of orders.

This ITQ includes the following attachments:

- Attachment A – Product Specifications Form