This contract is for the purchase of janitorial supplies and related items in conjunction with the county's needs on an as needed basis.

The contract contains three (3) Groups as follows:

Group (1) Non Federal Purchases

Group (2) Federally Funded Purchases

Group (3) Pre-Qualification Pool for spot market quotes (only for vendors awarded in Group 1 and 2) additional vendors may not be added to this contract.

CONTRACT MEASURES

The contract measures applicable to this contract are as follows:

Group (1) Non Federal Purchases

The contract measure applicable is Small Business Enterprises (SBE) Set-aside.

Refer to the following Code Ordinances for guidance on SBE/Micro Business Enterprise requirements:

2-8.1.1.1.1 Small Business Enterprise Services Program

2-8.1.1.1.2 Small Business Enterprise Goods Program

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

The SBE program provisions are available at: http://www.miamidade.gov/business/business-development-legislation.asp

Group (2) Federal Funded Purchases

No measures

TERM OF CONTRACT FIVE (5) YEARS - NO OPTIONS TO RENEW

Effective October 1, 2018 through September 30, 2023

METHOD OF AWARD

Award(s) are to the lowest priced responsive, responsible vendors on an item-by-item basis at the sole option of the County.

REFER TO ROADMAP ATTACHMENT (A) FOR AWARDED ITEMS AND PRICES

PRICES

The prices resultant from this solicitation shall prevail for the term of the contract, except as hereby noted. The County will consider yearly price adjustments, to be effective on the contract's anniversary date, based on the Producer Price Index (PPI) <u>Finished goods less foods and energy</u>, <u>Series Id: WPUFD4131 not seasonally adjusted</u>.

It is the vendor responsibility to request any pricing adjustment under this provision. Requests for price adjustment shall be submitted to the Internal Services Department Procurement Management Division at least 90 days prior to the contract's anniversary date.

Group (3) Pre-Qualification Pool – Vendors awarded under Groups 1 and 2 only

All vendors awarded under Group (1) Non Federal Funded Purchases and Group (2) Federally Funded Purchases shall be deemed pre-qualified under this Group. Entry into the pre-qualification pool is not a contract between Miami-Dade County and any member of the pool, but rather is an acknowledgement that the pool member satisfies the pre-qualification criteria set forth below for membership in the pool. Pre-qualified vendors will be invited to participate in future spot market competitions. When such spot market purchases are initiated, the pre-qualified bidders will be invited to participate. The award to one bidder for a specific purchase does not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, the County User Department will contact the awarded vendors to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded vendor, or to acquire the items through a separate solicitation. Any additional items required shall be purchased in accordance with Section 2, Paragraph 2.3.

Note: User Departments are responsible for the issuance of all Spot market quotes.

QUOTATION DIRECTIVES

The County will solicit spot market quotation from qualified bidders on an as-needed basis. All pre-qualified bidders will be solicited for price and availability of projects as needed. All individual Request for Quotes shall be reviewed for applicable measures prior to advertising. All quotations issued must be registered with SBD at the following link: https://intra3.miamidade.gov/ISD/SBD/Login.aspx this link officially places your project on the Cone of Silence Report. Additionally the Office of the Commission Auditor (OCA) shall be copied at oca@miamidade.gov when quote is issued.

AWARD PROCEDURES

All bidder(s) shall be notified of the award. The award date must be recorded so the cone of silence can officially be lifted. This step is accomplished by utilizing the same link used to originally post the quotations. The three (3) day protest period is applicable to all quotations.



APPLICABLE ORDINANCES FOR QUOTATIONS GROUPS (1) AND (2)

<u>Local Certified Service – Disabled Veteran</u> should be applied in accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified

Service Disabled Veteran Business Enterprise (VBE) shall receive a bid preference of 5% of the price bid (for the purpose of evaluation ONLY). A VBE who is also an SBE shall not receive the veteran's preference and shall be limited to any applicable SBE preferences. At the time of bid submission, the vendor must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Status and submit this affirmation and a copy of the actual certification along with the bid.

Local Preference http://library.municode.com/index.aspx?clientld=10620&stateId=9&stateName=Florida:

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the *nerve center or the center of overall direction, control, and coordination of activities of the bidder.* If the bidder has only one business location, such business location shall be its principal place of business.

Cone of Silence

http://library.municode.com/index.aspx?clientld=10620&stateId=9&stateName=Florida; (Section 2-11.1)

UAP/Inspector General Fees

http://library.municode.com/index.aspx?clientld=10620&stateld=9&stateName=Florida; (Section 2-8.10)

HOW TO APPLY BID AND LOCAL PREFERENCE TO QUOTES, IF APPLICABLE

Bid preferences shall be given to bidders that are identified as certified SBE/Micro, *if applicable*. The bid preference shall be calculated and subtracted from the total quote price or item for evaluation purposes only. The bid preference is used only to calculate an amount to be used in evaluating the quote and does not affect the final awarded price.

Whenever a quote contains both, Bid Preference (SBE/Micro) and Local Preference, departments must apply the bid preference first. Follow the Administrative Guidelines stated in the solicitation/contract document with regard to the applicable measure. The preference should be applied as listed in the table below based on the estimated value of the project and whether or not a set-aside or preference measure is applicable:

	SBE-MICRO Tier 1	SBE-MICRO Tier 2	SBE-MICRO Tier 3
Set-Asides Up to			
\$100K (All SBE			
Goods and Services			
firms are eligible for			
Set-asides)	Bid Preference 10%	Bid Preference 5%	Bid Preference 0%
Set-Asides Over			
\$100K	\$100K-\$750K	\$750K to \$2 Million	\$2M to \$5 Million
Bid Preference up to			
\$100K (when not a			
set-aside)	Bid Preference 10%	Bid Preference 10%	Bid Preference 5%
Bid Preference over			
\$100K to \$1 Million	All Tiers 10%		
Bid Preference Over			
\$1 Million	All Tiers 5%		

Whenever a quote contains both Local and Locally Headquartered Firms: If the apparent low bidder is a non-local firm and the locally headquartered firm prices are within 15% of the low bidder, department must proceed to apply locally headquartered preference and proceed with following the "Best and Final" (BAFO) process. Similarly, if a Local firm is the lowest bidder and a locally headquartered firm is within 5% of the local firm lowest price, department must proceed to apply locally headquartered preference and obtain the BAFO in accordance with Section 2-8.5 of the Miami-Dade County Code.

MINIMUM ORDERS

The awarded vendors shall not be required to deliver any product in less than manufacturer's case sizes.

SUBSTITUTION OF ITEMS

Substitute brands or models may be considered during the contract period for discontinued products only. The vendor shall not deliver any substitute item as a replacement to an awarded brand without express written consent of the client and the Internal Services Department, Procurement Management Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item.

Substitution requests for other than discontinued products may be cause to cancel the order, seek the items from another vendor, and charge the vendor for any re-procurement costs.



DELIVERY

The vendor shall make deliveries within five (5) calendar days after the date of the order, unless otherwise specified by the County representative.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that the County can appropriately consider a revised delivery schedule.

BACK ORDERS

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period because of back order situations shall be honored, unless the user department issues written authorization, and a new delivery date is mutually established.

SPECIAL ORDERS

For circumstances when it is determined by the County that the receipt of an item is time sensitive, and/or it is an emergency, the availability of the product or specific brands, geographic location or delivery time may be utilized as deciding factors for the basis of placing a special order with an awarded vendor.

At the request of the County, the special order may be delivered by the vendor, delivered by the vendor's carrier, or picked-up from the vendor's designated location by authorized County personnel.

AWARDED VENDORS

Awardee(s)	Address	Contact Information
		Subbarayan R. Pochi
Agni Enterprises, LLC	2865 SW 69 Court	305 712-6653
FEIN #471699827-01	Miami, FL	cservice@headtoheels.net
		Bilikisu Raji
Cbyrac, Inc.	633 NE 167 Street, Ste. 709	786 556-0725
FEIN #900677989-01	N. Miami Beach, FL	cbyracinc@gmail.com
		Andrew Hoffer
Central Poly-Bag Corp	2400 Bedle Pace	800 480-2247
FEIN #223246346-01	Linden, NJ	bids@centralpoly.com
		Pernell J. Williams
District Healthcare & Janitorial Supply Inc.	10125 NW 116 Way, Ste. 16	305 888-1455
FEIN #521755328-04	Medley, FL	dhcfla@bellsouth.net



East Continental Supplies, LLC FEIN #743121295-01	7955 West 20 Avenue Hialeah, FL	Javier C. Carbonell 305 887-0158 claudia.c@ecsupplies.com
Florida Clear Energy, LLC FEIN #454608539-01	1435 Lacosta Drive West Pembroke Pines, FL	Frederick L. Thelmas 954 552-5644 larry@flclearenergy.com
Interboro Packaging Corp FEIN #112633541-01	114 Bracken Road Montgomery, NY	Edith Jeremias 845 782-6800 interboro@frontiernet.net
Iphone and Ipad Warehouse LLC FEIN #463569644-01	18149 NE 19 Avenue N. Miami Beach, FL	Brian A. Farrell 305 467-3913 brian@phoneandpadws.com
Lavcor, LLC FEIN #452409053-01	936 NW 104 Avenue Miami, FL	Leonel Valdes 786 399-6710 lavcor@ymail.com
Inversiones Papelmania 2000, Inc. FEIN #392078513-01	4226 West 16 Avenue Hialeah, FL	Aileen Y. Crespo 786 618-9172 acrespo@papelmaniausa.com
Office Express Supplies, Inc. FEIN #650085768-01	8005 West 20 Avenue Hialeah, FL	Libia Fuentes 305 557-1667 Blanca@xpressbuy.com
Pyramid Paper Co FEIN #590932660-01	6510 N 54 Street Tampa, FL	Lawrence A. Miller 800 792-2644 biddept@pyramidsp.com
Rock Int'l Distributors Inc. FEIN #208021513-01	8279 NW 66 Street Miami, FL	Maria Ortiz 305 513-3314 Amadosr@rockdistributing.com
The Tools Man Inc. FEIN #651055930-04	5500 SW 48 Street, Ste. B Miami, FL	Rafael Gonzalez 888 781-5091 Customercare@thetoolsman.com

EVENT LOG:

	Award Sheet, BPO and Roadmap Created	
9/19/18	Contract has been transferred to: Alexis Castro for monitoring	M. Garofolo
10/12/18	Modification Approved: Corrections Added \$250K	A.Castro
02/28/2019	Update: Attachment A Group 1 and 2. Highlighted prices adjusted.	A.Castro
	Vendor Removed	
7/17/19	Glocecol LLC	A. Garcia
	Vendor Removed	
8/16/19	Allied Paper	A. Garcia