

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MEAL DISTRIBUTION SERVICES**

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (“Amendment”) is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **CONSTRUCTION CATERING, INC.**, a Florida for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 347 W 23 Street, Hialeah, FL 33010 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on October 29, 2020, the City entered into a Professional Services Agreement (“Agreement”) with Construction Catering, Inc. (“Contractor”); and

**WHEREAS**, on April 14, 2021, the City executed a First Amendment to the Professional Services Agreement to extend the term of the Agreement and to increase the compensation to Forty Thousand Dollars (\$40,000.00); and

**WHEREAS**, the City desires to amend the Agreement a second time to add an additional Ten Thousand Dollars (\$10,000.00) to the allocation for a total compensation in the amount of Fifty Thousand Dollars (\$50,000.00); and

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 4. COMPENSATION-** is hereby amended to reflect an additional Ten Thousand Dollars (\$10,000.00) in compensation for Services for a total compensation amount not to exceed Fifty Thousand Dollars (\$50,000.00).
2. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:  
Corporate Secretary or Witness:

Construction Catering, Inc.  
**“Contractor”:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal corporation: **“City”**

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_

Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff P. H. Cazeau  
City Attorney

## **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MEAL DISTRIBUTION SERVICES**

**THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (“Amendment”) is entered into on 04/14/2021, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **CONSTRUCTION CATERING, INC.**, a Florida for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 347 W 23 Street, Hialeah, FL 33010 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

### **RECITALS**

**WHEREAS**, on October 29, 2020, the City entered into a Professional Services Agreement (“Agreement”) with Construction Catering, Inc. (“Contractor”); and

**WHEREAS**, the City desires to amend the Agreement to extend the term of the Agreement and to modify the compensation provisions; and

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 3. TERM OF AGREEMENT** – is hereby amended to provide for an extension to the Term of the Agreement commencing January 31, 2021 through September 30, 2021.
2. **Article 4. COMPENSATION** – is hereby amended to reflect compensation for Services, at an amount not to exceed Forty Thousand Dollars (\$40,000.00).
3. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

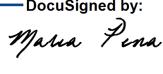
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**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

By: \_\_\_\_\_

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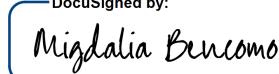
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ 4/14/2021

Construction Catering, Inc.

“Contractor”:

By: \_\_\_\_\_

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Migdalia Bencomo  
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Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ 4/14/2021

ATTEST:

City of North Miami, a Florida municipal corporation: “City”

By: \_\_\_\_\_

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Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_

DocuSigned by:  
  
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Theresa Therilus, Esq. 4/15/2021  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

DocuSigned by:  
  
4/14/2021  
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Jeff P. H. Cazeau  
City Attorney

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
FOR MEAL DISTRIBUTION SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into on 10/29/2020 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 ("City") and the **Construction Catering, Inc.**, a for profit corporation registered and authorized to do business in the State of Florida, having its principal office at 347 W 23th Street, Hialeah, FL 33010 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, the City advertised a Request for Proposal ("RFP") seeking licensed and qualified food providers, restaurants, caterers, and North Miami local restaurants, to submit proposals for the provisions of two (2) nutritious daily meals (hot meals) to qualified individuals enrolled in the NoMi Hot Meals Food Assistance Program ("Program"); and

**WHEREAS**, Contractor submits its proposal, which was reviewed by an evaluation committee and after revision found that Contractor met the RFP requirements; and

**WHEREAS**, the City desires to enter into an agreement with Contractor to provide meals for the Program ("Services"), as set forth in the Program Guidelines attached as Exhibit "A"; and

**WHEREAS**, Contractor has agreed to provide hot meals distribution services at a fixed fee for the provision of Services as delineated herein; and

**WHEREAS**, the City desires to engage Contractor to perform the Services as specified herein.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 NOMI Hot Meals Food Program Guidelines, attached hereto as Exhibit "A";

2.1.2 Contractor's proposal ("Proposal"), attached hereto as Exhibit "B";

2.1.3 Any additional documents which are required to be submitted by Contractor in the provision of Services.

### **ARTICLE 3 –TERM OF AGREEMENT**

3.1 Subject to authorized time adjustments, the Term of this Agreement shall be the period commencing November 2, 2020 through January 31, 2021, or until depletion of funds, whichever occurs first. This Term of Agreement may be extended by consent of the Parties in writing.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **ARTICLE 4 – COMPENSATION**

4.1 The City agrees to pay Contractor an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for all Services rendered. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The total amount invoiced for two (2) daily meals shall not exceed Nine Dollars and Eight Cents (\$9.80).

4.3 The City shall pay Contractor within fifteen (15) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Contractor shall provide the professional services described in the City's Program Guidelines attached hereto as Exhibit "A". Contractor shall perform the professional Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.5 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

#### **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

#### **ARTICLE 8 - CONFLICTS OF INTEREST**

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 9 - DEFAULT**

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have

the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 10- NOTICES**

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor:	Construction Catering, Inc. Attn: Esteban Bencomo, Registered Agent 2411 SW 124 Avenue Miami, FL 33175
To City:	City of North Miami Attn: City Manager 776 N.E. 125 <sup>th</sup> Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125 <sup>th</sup> Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 11 - PUBLIC RECORDS**

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

11.2 The Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

#### **ARTICLE 12 - INDEMNIFICATION**

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers,

directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 The Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

### **ARTICLE 13 - INSURANCE**

10.1 Prior to the execution of this Agreement, Contractor shall submit certificate(s) of insurance meeting or exceeding the required coverage and specifically providing that the City is an additional named insured, with the following minimum coverage:

10.1.1 Commercial General Liability - with dedicated minimum limits of \$1 Million per occurrence/\$2 Million aggregate to include contractual liability, bodily injury, property damage, personal, advertising injury and medical expense products/completed operations. The City shall be named additional insured.

10.1.2 Worker's Compensation - as required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident, for bodily injury or disease. A Certificate of Exemption from the Florida Division of Workers' Compensation is required if exemption status is claimed.

10.1.3 Automobile Insurance – Contractor shall show proof of valid automobile liability insurance to include Bodily injury and Property Damage coverage, naming City as additional insured.

10.2 Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed above and the policies of such insurance detailing the provisions of coverage have been received and approved by the City Manager.

10.3 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured via a blanket endorsement, where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

10.4 Contractor shall guarantee that all required insurance remain current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by Contractor in full force and effect throughout the Term of Agreement, including any extensions.

10.5 The City shall be named as an additional insured via a blanket endorsement for claims caused in whole or in part by the Contractor, its subcontractors', employees' or assignees' negligent acts or omissions during the Term of this Agreement. This provision shall not limit the City's recovery for coverage under the Contractor's insurance policy.

10.6 Contractor shall not permit any subcontractor to begin Services until after similar minimum insurance to cover subcontractor has been obtained and approved by the City Manager.

10.7 In the event the insurance certificate provided by Contractor or subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

10.8 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 14 - FORCE MAJEURE**

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the

Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

DocuSigned by:



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By: \_\_\_\_\_

Maria Pena

Print Name: \_\_\_\_\_

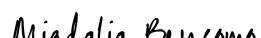
Title: \_\_\_\_\_ witness

Date: \_\_\_\_\_ 10/29/2020

Construction Catering, Inc.,

“Contractor”:

DocuSigned by:



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By: \_\_\_\_\_

Migdalia Bencomo

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ President

Date: \_\_\_\_\_ 10/29/2020

ATTEST:

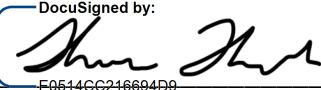
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10/29/2020

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

City of North Miami, a Florida municipal corporation, “City”:

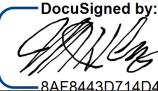
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By: \_\_\_\_\_

Theresa Therilus, Esq.  
City Manager 10/29/2020

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

DocuSigned by:  


10/29/2020

By: \_\_\_\_\_

Jeff P. H. Cazeau  
City Attorney

## **NOMI HOT MEALS FOOD PROGRAM ASSISTANCE**

### **Program Guidelines**

#### **Purpose**

The NoMi Hot Meals Food Assistance Program has two components:

- 1)** to provide meals to homebound, 62 years old and older, high-risk individuals, as defined by the CDC, who are unable to access meals while staying at home and are ineligible for other nutrition programs within the city of North Miami boundaries.
- 2)** to support local restaurants, caterers, other food providers and business owners who have closed or are struggling to remain open due to the COVID-19 crisis.

#### **Program Administration**

The program will be administered by Housing and Social Services department (“HSS”) who issues a Request for Proposal seeking to hire experienced, licensed and qualified food providers to furnish the services (hot meals including delivery). HSS will be responsible as well for the recipient application in order to streamline the process and avoid duplication of benefits.

#### **How will the program work?**

The City of North Miami, through its NoMi Hot Meals Food Assistance program, will provide two (2) nutritious daily meals to qualified individuals enrolled in the program during a three (3) month period or until funds are depleted. This program is free to participants whose income does not exceed 80% of the area median income (AMI). Though the Request for Proposal will be open to all qualified restaurants, caterers, and other food providers, local restaurants are preferred or will be given priority. The program will also create economic opportunities for local businesses and workers impacted by the COVID-19 crisis.

#### **How long will the program run?**

The program will run from September until funds are depleted.

### **City of North Miami Responsibility**

#### **Providers Recruitment**

HSS issues a Request for Proposal (“RFP”) seeking non-profit and for-profit food licensed providers, qualified restaurants, caterers, and local restaurants, to submit proposals for the provisions of two (2) nutritious daily meals (hot meals) to qualified individuals enrolled in the program. Providers will be selected by HSS administration based on the below criteria:

- Ability to serve participants with different cultural background in terms of food preference
- Ability to serve participants with limited mobility
- Ability to serve participants with limited English proficiency (Creole, Spanish)
- Have the resources (facility, human, financial) needed to effectively deliver the service

- Have a minimum of three (3) years of experience in the food industry
- Have experience in food safety
- Prior experience delivering hot meals is preferred

## **Individual Enrollment**

The Social Services Division of HSS will be responsible to enroll eligible North Miami participant through a self-certification process. Participant eligibility verification can be completed over the phone and verified upon the delivery of the first meals; individuals enrolling in the program must undergo a short screening process.

### Eligibility Criteria

Participating individuals qualified for this service must not be currently receiving assistance from any other State or Federal nutrition assistance programs and fall into the following categories:

- 1) Individuals who are 62 and older, living alone and/or homebound;
- 2) high-risk individuals as defined by the CDC including:
  - Individuals who are COVID-19 positive (as documented by a state/local public health official or medical health professional),
  - Individuals who have been exposed to COVID-19 (as documented by a state/local public health official or medical health professional), or
  - Individuals with an underlying health condition.
- 3) Must be a North Miami resident
- 4) Unable to shop, cook for themselves;
- 5) Unable to attend local food pantries due to emotional and physical barriers;
- 6) Unable to obtain or prepare full meals on their own;
- 7) Lack transportation to local grocery stores;
- 8) Chronic condition or illness of caregiver or guardian;
- 9) Individuals under the age of 62 that are homebound and unable to take care or cook for themselves can also register;

Individuals wishing to participate must pre-register with the Social Services Division and be accepted into the program *before* food can be delivered. Once deemed eligible, the individual will provide the necessary operational information, such as: dietary restrictions, address, emergency contact, and any specific restrictions/information concerning themselves. Additionally, the individuals must affirm their inability to prepare and obtain meals as well as affirm that they are not receiving similar services from other organizations. After all information are gathered, Social Services Representative will refer/assign participant to one of the selected providers based on their food preferences while ensuring that participant needs are met. Participating individuals will be provided two (2) meals a day.

## **Community Outreach**

Housing and Social Services will be responsible for conducting community outreach on the program. Outreach to eligible beneficiaries on how to enroll to receive this service shall include but not limited to radios, churches, aging agencies, through other City departments that interact with the public, and other local channels, and through the Request for Proposal, on how to apply to be a provider for the program.

## **Food Providers Responsibility**

Food providers may range from local licensed restaurants, to include those in hotels, as well as licensed kitchens operated within airports and other entities. Once selected, providers will be responsible to provide/deliver two (2) hot meals daily to assigned participants. Up to four (4) providers will be selected to participate and must show their capacity to deliver the services to eligible participant based on the established criteria.

Providers are encouraged to use locally sourced produce and meats to support local food vendors; hence, stimulating the local economy as well as hiring residents of North Miami if qualified.

### **Food nutritional requirements**

Providers will provide a balance dietary meal from the food pyramid to include all the food groups within the two (2) meals. Fruits, vegetables, grains, dairy, and protein foods as part of the daily menu except where restrictions are indicated. Meals shall have limited sugars, saturated fat, and sodium.

Providers must also ensure that foods that are to be provided to participants will satisfy different ethnic groups with diverse cultural background.

A weekly menu for both meals must be forwarded the Friday before the new week for HSS review and approval.

### **Delivery requirements**

Individuals providing delivery of meals must have an appropriate background check (Level II required) to help ensure safety of participants. This is a common practice for a majority of delivery service providers. In addition, food must be delivered at indicated/agreed time daily.

### **Reports & Payment Submission**

Providers must submit their payment request on Monday following the week of service along with reports outlining the number of individuals who have accepted and declined the services, including reason for decline. They will provide the number of meals and dates delivered as well.

Payment request packages must be submitted on time and complete to ensure prompt reimbursement.

### **Food Providers Selection**

Providers will be selected based on their qualifications, experience in delivering similar services, ability to service population with different cultural background and prices as outlined in the RFP.

**NOTE:** Guidelines, forms, and other documents utilized for this program are subject to change from time to time to ensure proper utilization of public funding.

## Program Overview

Completed by constructioncateringinc1@gmail.com on 9/4/2020  
11:22 AM

**Case Id:** 12435  
**Name:** CONSTRUTION CATERING INC - 2020/21  
**Address:** \*No Address Assigned

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### Program Overview

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Please provide the following information

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Food Assistance Program

The City of North Miami is seeking non-profit and for-profit food licensed providers, qualified restaurants, caterers, and local restaurants to submit proposals for the provisions of two (2) nutritious daily meals (hot meals) to qualified individuals enrolled in the program. Food providers will serve hot meals twice a day to homebound individuals, 62 and older, high-risk as defined by the Center of Disease Control and Prevention (“CDC”), who are unable to access hot meals while confined at home, affected either directly or indirectly by COVID-19, living within the City of North Miami. The Housing and Social Services Department will administer this RFP and the oversight of the program.

## **SERVICES**

Provide two (2) nutritious daily meals (lunch and dinner) to qualified individuals with diverse cultural background enrolled in the program during a three (3) months period or until funds are depleted. Participants will be assigned to providers by the Housing and Social Services Department responsible for recruitment.

## **MINIMUM REQUIREMENTS**

- Ability to serve participants with different cultural background in terms of food preference
- Ability to serve participants with limited mobility
- Ability to serve participants with limited English proficiency (Creole, Spanish)
- Have the resources (facility, human, financial) needed to effectively deliver the service
- Have a minimum of three (3) years of experience in the food industry
- Have experience in food safety
- Prior experience working in hot meals delivery is preferred

Licensure, Certification & Credentials of the following:

- Registration with the State of Florida, Division of Corporations.
- Active Food Service License from the Florida Department of Business and Professional Regulation
- Building Health Permit
- Employee Health Permit

## **CONTRACT TERM**

Service will run for three (3) months or until funds are depleted.

## **FOOD PROVIDER RESPONSIBILITY**

### Food nutritional requirements

Providers will provide a balance dietary meal from the food pyramid to include all the food groups within the two (2) meals. Fruits, vegetables, grains, dairy, and protein foods as part of the daily menu except where restrictions are indicated. Meals shall have limited sugars, saturated fat, and sodium.

Providers must also ensure that foods that are to be provided to participants will satisfy different ethnic groups with

diverse cultural background.

A weekly menu for both meals must be forwarded the Friday before the new week for HSS review and approval.

#### Delivery requirements

Individuals providing delivery of meals must have an appropriate background check (Level II required) to help ensure safety of participants. Food must be delivered at indicated/agreed time daily.

#### Reports & Payment Submission

Providers must submit their payment request on Monday following the week of service along with reports outlining the number of individuals who have accepted and declined the services, including reason for decline. They will provide the number of meals and dates delivered as well.

Payment request packages must be submitted on time and complete to ensure prompt reimbursement.

#### **PROVIDER SELECTION**

Providers will be selected based on their qualifications, experience in delivering similar services, ability to service population with different cultural background and prices.

Please click here for [Instructions to Proposers](#).

## A. Eligibility

Completed by constructioncateringinc1@gmail.com on 9/4/2020  
1:42 PM

Case Id: 12435  
Name: CONSTRUTION CATERING INC - 2020/21  
Address: \*No Address Assigned

### A. Eligibility

Please provide the following information

**A.1. Do you have the ability to serve participants with different cultural background in terms of food preference?**

Yes

**A.2. Do you have the ability to serve participants with limited mobility?**

Yes

**A.3. Do you have the ability to serve participants with limited English proficiency (Creole, Spanish)?**

Yes

**A.4. Do you have the resources (facility, human, financial) needed to effectively deliver the service?**

Yes

**A.5. Do you have a minimum of three (3) years of experience in the food industry?**

Yes

**A.6. Do you have experience in food safety and/ or training?**

Yes

**A.7. We can provide prior experience working in hot meals delivery (not required but preferred)**

Yes

If your agency does not have one of the above requirements, in a brief description, please explain why.



IF YOU ANSWERED 'NO' TO EITHER OF THE ABOVE QUESTIONS, YOUR BUSINESS MAY NOT QUALIFY FOR THE NOMI HOT MEALS.

## B. Applicant Information

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1:39 PM

Case Id: 12435  
Name: CONSTRUTION CATERING INC - 2020/21  
Address: \*No Address Assigned

### B. Applicant Information

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Please provide the following information

**B.1. Applicant/Business Name**

CONSTRUCTION CATERING INC

**B.6. Fax Number**

**B.2. Applicant/Business Address**

2620 WEST 2 AVE HIALEAH, FL 33010

**B.7. Email Address**

constructioncateringinc1@gmai.com

**B.3. Applicant/Business Mailing Address**

2620 WEST 2 AVE HIALEAH, FL 33010

**B.8. FEIN #**

59-1275454

**B.4. Contact Person**

BERTHA RAMOS

**B.9. Date Business was Established**

07/03/1969

**B.5. Phone Number**

(786) 486-0147

**B.10. Number of Employees**

16

## C. Proposal Description

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1:11 PM

Case Id: 12435  
Name: CONSTRUTION CATERING INC - 2020/21  
Address: \*No Address Assigned

### C. Proposal Description

Please provide the following information

**C.1. Experience/Performance (30 points): Please describe in a brief summary how well your organization works with low- to moderate- income or elderly population, in preparing and delivering food.**

OUR COMPANY BEEN WORKING WITH LOW TO MODERATE INCOME AND ELDERLY PROGRAMS FOR THE LAST 51 YEAR

**a. Please describe your experience working with federal grant, if any.**

N/A

**b. How long have you been in the food industry business?**

51

**C.2. Capacity to Perform the Work (45 points): Describe your organizations capacity and ability to perform the work and deliver the service as measured by staffing levels, current workload versus the new demand that will be added, and your ability to ramp up and deliver quickly.**

MY KITCHEN STAFF HAVE BEEN TRAINED AND CERTIFIED TO PREPARE GOOD AND NUTRITIONAL FOOD WITH A CAPACITY

OF TEN THOUSAND MEALS A DAY .WE HAVE SPEAR TRUCK AND DRIVERS AND EXTRA KITCHEN HELP

**a. Describe your organizations current COVID-19 health process and social distancing protocol as outlined by the CDC to carry out the service.**

OUR EMPLOYEE HAVE BEEN TRAINED TO KEEP SOCIAL DISTANCE AND WERE MASK AND GLOVE.

**C.3. Financial Strength / Liquidity – Describe your capacity to provide the service assuming the upfront costs (available cash flow) and get reimbursed after services are rendered. Note: Program will run using Federal grants funding, and as such is reimbursable only.**

GOOD FINANCIAL STRENGTH

**C.4. Provide three (3) References**

	Name	Address	Phone #
Reference 1	SWEETWATER SENIOR CENT	10600 SW 4 ST MIAMI FL 33174	305-552-1319
Reference 2	ALLAPATTAH COMMUNITY CENTER ATTION	2257 NW N RIVER DR MIAMI FL 33125	305-633-0466
Reference 3	HIALEAH GARDENS SENIOR CENTER	10003 NW 87 AVE HIALEAH GARDENS FL 33016	305-558-4114



## D. Price Proposal

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1:03 PM

**Case Id:** 12435  
**Name:** CONSTRUTION CATERING INC - 2020/21  
**Address:** \*No Address Assigned

### D. Price Proposal

Please provide the following information

#### D.1. Price Table

**Please provide the following information and include delivery in pricing.**

Provider	Price for Lunch	Price for Dinner
CONSTRUCTION CATERING INC	\$4.90	\$4.90
	\$4.90	\$4.90

#### D.2. Total Requested?

\$9.80

## E. Required Documentation

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1:38 PM

Case Id: 12435  
Name: CONSTRUTION CATERING INC - 2020/21  
Address: \*No Address Assigned

### E. Required Documentation

Please provide the following information

#### Documentation

**Registration with the State of Florida, Division of Corporations \*Required**

FLORIDA.pdf

**Active Food Service License from the Florida Department of Business and Professional Regulation \*Required**

DBPR.pdf

**Building Health Permit \*Required**

INSPECTION.pdf

**Employee Health Permit**

*\*\*No files uploaded*

**Certification in Food Safety or Food Handler**

*\*\*No files uploaded*

## F. Certification

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1:06 PM

Case Id: 12435  
Name: CONSTRUTION CATERING INC - 2020/21  
Address: \*No Address Assigned

## F. Certification

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Please provide the following information

**I HEREBY CERTIFY that the information provided in this application is true and correct to the best of my knowledge, information, and belief.**

**I HEREBY CERTIFY, as Owner, that the information provided in this application is true and correct to the best of my knowledge, information, and belief.**

**Authorized Name**

MIGDALIA BENCOMO

**Authorized Signature**

MIGDALIA BENCOMO

*Electronically signed by constructioncateringinc1@gmail.com on 9/4/2020 1:06 PM*

**Phone**

(786) 486-0147

**Title**

PRESIDENT

**Date**

09/04/2020

## **G. Conflict of Interest and Procurement Policies**

**Case Id:** 12435  
**Name:** CONSTRUTION CATERING INC - 2020/21  
**Address:** \*No Address Assigned

*Completed by constructioncateringinc1@gmail.com on 9/4/2020  
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### **G. Conflict of Interest and Procurement Policies**

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Please provide the following information

**HEREBY TAKES NOTICE OF AND WARRANTS that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following Conflict of Interest and Procurement Policies.**

#### **City of North Miami and HUD Requirements**

**(A) Conflict of Interest** – It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore to the employee's knowledge there is a financial interest possess by:

- 1) The employee or the employee's immediate family;
- 2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, trustee, partner or employee; or
- 3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

#### **(B) Gratuities and Kickbacks Prohibited.**

**Gratuities** – It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- 1) An official action taken, or to be taken, or which could be taken;
- 2) A legal duty performed, or to be performed, or which could be performed; or
- 3) A legal duty violated, or to be violated, or which could be violated by such person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section. **Kickback** – It is unlawful for any payment, gratuity or benefits to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

#### **(C) 24 CFR 576.57(d) and 24 CFR 92.356 – Conflict of Interest.**

No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, nonprofit recipient that receives emergency shelter grant amounts and who exercises or has exercised any functions or

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responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect to thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR 570.611(d) and (e) and/or 92 CFR 92.356(f) (2).

**(D) OMB Circular A-110 – Codes of Conduct.**

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization, which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**Applicant Signature**

MIGDALIA BENCOMO

*Electronically signed by constructioncateringinc1@gmail.com on 9/4/2020 1:07 PM*

**Date**

09/04/2020

## **H. Certification Regarding Debarment**

**Case Id:** 12435  
**Name:** CONSTRUTION CATERING INC - 2020/21  
**Address:** \*No Address Assigned

*Completed by constructioncateringinc1@gmail.com on 9/4/2020  
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### **H. Certification Regarding Debarment**

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Please provide the following information

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, INELIGIBILITY AND OTHER RESPONSIBILITY MATTERS.**

**1.** By signing and submitting these certifications, the undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- b) Have not within a three-year period preceding this award, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, local) contract or subcontract; violation of federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in b) above; d) Have not within a three-year period preceding this award, had one or more contracts (federal, State, or local) terminated for cause or default;
- e) Will not knowingly enter into any subcontract with a person who is, or organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any federal agency; and
- f) Will require that the language of this certification to be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**2.** "Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

**3.** Where the undersigned is unable to certify to the statements listed in section (1) in this certification, an explanation shall be attached. The Agency shall provide immediate written notice if, at any time prior to or during the negotiated contract period, the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

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render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of Agency is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**5.** This certification submitted to the City of North Miami is a material representation of fact upon which reliance will be placed when evaluating Agency's application and entering into a contract agreement upon an award of funds. If it later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the City of North Miami may terminate the contract for default.

**Applicant Signature**

MIGDALIA BENCOMO

*Electronically signed by constructioncateringinc1@gmail.com on 9/4/2020 1:41 PM*

**Date**

09/04/2020

## I. Certification and Authorization

Completed by constructioncateringinc1@gmail.com on 9/4/2020  
1:43 PM

Case Id: 12435

Name: CONSTRUTION CATERING INC - 2020/21

Address: \*No Address Assigned

### I. Certification and Authorization

Please provide the following information

I hereby certify by reading and signing each statement listed below that the:

- Information contained in this application is complete and accurate.
- Applicant has read and understands the application instructions and requirements of the program.
- Project will serve low- to moderate-income North Miami residents.
- Applicant acknowledges that only an executed contract with the City authorizes the initiation of project services or activities and incurring expenditures.
- Applicant acknowledges that a National Environmental Policy Act (NEPA) review may be required for CDBG funded projects, which may delay the project start.
- Applicant acknowledges that the project should be completed within the period awarded; if not CDBG funds may be subject to reprogramming.
- Applicant will comply with all federal and City statutes, regulations and requirements imposed on the project funded in full or in part by the CDBG program.
- Applicant certifies that the organization has the capacity to comply with all requirements of the program.
- Applicant will not use funds for grant writing, fundraising or lobbying per OMB Circular A-87. Applicant confirms that the organization has an antidiscrimination policy. Applicant acknowledges that current policies for general liability, automobile and workers compensation insurance are required to contract with the City.
- Applicant acknowledges that CDBG funds are subject to review of supporting expenditure documentation and must be approved by City staff prior to payment.
- Applicant has the ability to perform the duties for the activity or services applied for in accordance with CDBG program regulations.
- Applicant possesses the legal authority to apply for CDBG funds and to execute the project. Applicant does not have any unresolved audit findings for prior CDBG or other federally-funded project.
- Applicant has no pending lawsuits that would impact the implementation of this project. Person named below is authorized to execute the application on behalf of the agency.

#### Authorized Signature

MIGDALI BENCOMO

Electronically signed by constructioncateringinc1@gmail.com on 9/4/2020 1:43 PM

#### Date

09/04/2020