



ROAD MAP SPOT MARKET
Solicitation RTQ-00112 Groceries

I. Request to Quote Instructions

1. SOLICITATION DESCRIPTION

Vendor(s) have been pre-qualified to participate in spot market request to quotes.

2. SPOT MARKET REQUEST TO QUOTE DESCRIPTION

General Quote Information:

1. Contract Name
2. Request to Quote (RTQ) Number
3. RTQ Title & Covering Period
4. Issuing Department Contact Information (Name, Phone, Email)
5. Issuing Department Name
6. RTQ Close Date/Time

3. SECTION 1 – GENERAL TERMS AND CONDITIONS

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the link. (Make sure is the most current link)

4. SECTION 2 – SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Request to Quote (RTQ) is to secure quotes for the purchase of **groceries** for the time period covering **(July 1, 2015 thru December 31, 2015)**. Eligible Bidder(s)/Proposer(s) must be pre-qualified under Solicitation No. **(RTQ-00112)** prior to the RTQ close date. Submittals received from non-eligible Bidders/Proposers will not be permitted.

2.2 METHOD OF AWARD

1. Line by Line:

Award of this contract will be made to the responsive, responsible vendor who submits lowest price on an item by item basis. The designated lowest bidder will be awarded as the primary bidder.

Or

2. In the Aggregate:

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

2.3 TERM

Term for the subsequent work orders shall be from **Covering Period (July 1, 2015 thru December 31, 2015)** for the items described on an as needed basis.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.5 DELIVERY LOCATIONS



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The following delivery location is tied to the performance under the resultant work order. Orders shall be issued on an as needed basis and delivered to the following locations unless otherwise specified:

1. Name of Location
2. Address
3. Contact Person Information
4. Specific delivery days and times

2.6 INDEMNIFICATION AND INSURANCE FOOD SERVICE/INSTALLATION OF EQUIPMENT (REQUIRING PRODUCTS AND COMPLETED OPERATIONS LIABILITY)

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, 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 - this policy shall be endorsed to include Products & Completed Operations Liability insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. 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 1ST STREET
SUITE 2340
MIAMI, FL 33128



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Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverage's outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section of this solicitation.

2.7 EXEMPTION TO CERTAIN CLAUSES (Federal Funding Only)

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Public Housing and Community Development (PHCD). As Federally-funded agencies, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.27 (Office of the Inspector General), Section 1 Paragraph 1.43 (Small Business Enterprises (SBE) Measures), Section 1 Paragraph 1.35 (County User Access Program - UAP), Section 1 Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprises Preference), and Section 1 Paragraph 1.46 (First Source Hiring Referral Program).

2.8 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

- _____ : Product Information Sheets
- _____ : Product Samples with Initial Offer
- X : Product Samples Upon Specific Request
- X : Product labels
- _____ : Performance Test Results

If an "equal" product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.



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For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.9 DELIVERY

The vendor shall make deliveries on the date specified on the purchase request(s) provided by the user departments. 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 a revised delivery schedule can be appropriately considered by the County. Should the vendor(s) to whom the contract(s) is awarded fail to deliver as stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default. Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.10 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

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 on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.11 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.12 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip 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 or 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.

5. SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 DESCRIPTION OF WORK

To furnish and deliver (write what are you buying) as outline within Section 4 in conjunction with the County's needs for Miami-Dade Public Housing & Community Development on an as needed basis.



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3.2 GOODS / SERVICES TO BE PROVIDED

Prices quoted for (meats or groceries) shall be F.O.B. destination at the location listed in Section 2.5, in conjunction with the County's needs. Bidders are also required to comply with the specifications as stated within Request to Qualify No. RTQ-00116(Contract number), Section 3, "Technical Specifications".

6. SECTION 4 – PRICE SUBMITTAL

Instructions: Bidders are to provide pricing as per Section 2.2, Method of Award.

Spreadsheet Format:

1. Item Description
2. Unit of Measurement
3. Pack Size
4. Total Estimated Quantities
5. Unit Price (How is the vendor should submit pricing:
6. Ex. Per Unit of Measurement)
7. If Brand name items are needed, approved equal should be added for fair competition.

7. BIDDER'S COMPANY INFORMATION

ADDENDA RECEIVED: YES NO IF YES, PLEASE INDICATE THE NUMBER OF ADDENDA RECEIVED:

FAILURE TO COMPLETE AND SIGN THIS FORM RENDERS YOUR BID/QUOTATION NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

AUTHORIZED SIGNATURE: _____ TITLE: _____
 PRINT/TYPE NAME: _____ PHONE: _____
 E-MAIL: _____ FAX: _____
 FIRM NAME: _____ F.E.I. ID NO.: ____/____-____/____/____/____/____/____
 ADDRESS: _____
 CITY: _____ STATE: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

II. Tally Preparation

Please see attached tally

III. Awarding Spot Market