

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

525 N. Main, 8th floor, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055

www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR BID RFB # 13-0011 DAIRY PRODUCTS

February 5, 2013

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for Dairy Products for the Sedgwick County Juvenile Detention Facility, Judge Riddle Boys Ranch and COMCARE. This request for bid provides a description of submittal requirements, terms and conditions.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete one (1) original and two (2) signed copies of the entire document and return to Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, NO LATER THAN 1:45 p.m. CST, Tuesday, February 26, 2013. Responses must be sealed in an envelope and marked on the lower left-hand corner with the firm name and address, bid number, bid due date, and bid opening time. The County will not accept bids with insufficient postage or collect on delivery. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Responses to this Request for Bid will be opened and read aloud at a public meeting held at 2:00 p.m. on Tuesday, February 26, 2013 in the Finance Conference Room a 525 N. Main, Suite 823, Wichita, KS 67203. You or your representatives are welcome to attend.

Dallas R. Shaffer, M.M. Purchasing Agent

1. OBJECTIVES

The County has identified the following objectives for securing Dairy Products:

- A. Shall meet the parameters, conditions and minimum requirements presented in this document.
- B. Shall provide a proven track record in performance and service.
- C. Shall provide the most advantageous overall cost to the County.

2. MINIMUM SPECIFICATIONS

This section lists the qualifications/criteria to be considered in evaluating the firms interested in providing the commodities specified in order for them to be considered for award. It is expected that the successful firm shall meet or exceed these qualifications:

- A. All products supplied will have a standard nutrition label and Code of Federal Regulations (CFR) labeling and if available Child Nutrition (CN) Label.
- B. Shall meet all Child Nutrition & Wellness guidelines by the KSDE at http://www.kn-eat.org/SNP/SNP Docs/SNP Guidance/FS Facts PDF Chapters/Chpt 13 Business Et hics & Purchasing 12 2012.pdf
- C. All items shall have and be labeled with the longest expiration date possible.
- D. Delivery shall be made to each facility and will be delivered inside to the kitchen or pantry.
- E. Emergency orders or special orders may be given in writing or be telephoned to a vendor by the facility. Vendor must furnish emergency or special service when requested.
- F. No substitutions of items, brands, grades or packs are to be made without prior consent.
- G. The vendor is not to request authority to substitute unless the quality of the substitute is equal to or higher than the quality of the original items.
- H. The facilities will not accept crushed cartons, containers or any damaged merchandise. Any concealed damaged items will be returned for full credit on the next delivery date.
- I. Items not ready for deliveries on the regularly scheduled delivery day are not to be backordered without prior consent. Any item delivered as a backorder without prior consent may be refused.
- I. The County reserves the right to obtain from an alternate source any items which cannot be obtained within the time needed or that are unavailable from the contract vendor.
- J. If during the contract period, the price on any item is reduced below the originally quoted price, the low price will be extended to the County. Price review will only be allowed during the anniversary of the contract.
- K. A contact person shall be identified within the company regarding this contract plus a minimum of one back-up person.

3. INSURANCE COVERAGE

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Worker's Compensation:

Applicable State Statutory Employer's Liability

Employer's Liability Insurance:

\$100,000.00

Contractor's Liability Insurance:

Form of insurance shall be by a Commercial General Liability and include

Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

4. INDEMINIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

5. QUESTIONS AND CLARIFICATION

6. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Dallas Shaffer, Purchasing Department at (316) 660-7258 to confirm any/all dates.

Distribution of Request for Bid	February 5, 2013
Questions Due by 3:00 p.m. CST	
Response to questions posted by 5:00 p.m. CST	
Sealed bids due before 1:45 p.m. CST.	
Review bids	
Board of Bids and Contracts	
Board of County Commission	

7. CONTRACT PERIOD

A contractual period with the successful firm will begin following award from Board of County Commission and will be for one (1) year with two (2) one (1) year options to renew.

8. BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

- 1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
- 2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
- 3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
- 4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
- 5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- 6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
- 7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
- 8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
- 9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
- 10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
- 11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- 12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
- 13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
- 14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
- 15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
- 16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

- d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
- e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
- 18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
- 19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
- 20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
- 21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- 22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
- 23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
- 24. If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
- 25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- 26. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
- 27. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
- 28. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- 29. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
- 30. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.

- 31. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
- 32. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
- 33. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
- 34. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

9. USAGE BREAKDOWN FROM LAST YEAR 2012

	#9168 2% milk HPT each	#9171 1% milk HPT each	#9177 Strawberry FF each	#9178 Chocolate FF each	#9231 Yogurt Blueberry 5 lb	#9232 Yogurt Peach 5 lb	#9234 Yogurt Raspberry 5 lb	#9235 Yogurt Strawberry 5 lb
Juvenile Detention Facility					-			
January		5400	2400	2700	4	8	8	. 8
February		5400	1800	2700	8	12	12	8
March		5400	1500	3900	8	8	8	8
April		4800	2400	1750	12	8	15	20
May		6550	1100	3800	9	4	12	20
June		6000	0	3880	12	12	12	20_
July		5700	0	3600	4	8	8	. 8
August		5100	1200	4250	8	8	8	16
September	950	5700	2800	2700	12	15	8	24
October		6000	3000	3300	4	8	12	16
November		6800	2600	3450	8	8	4	12
December		5100_	1200	2700	16	12	20	20
Judge Riddle Boys Ranch								
January		1850	900	2250	0	0	0	0
February		1650	1400	1450	0	0	0	0
March		1550	1000	2150	0	0	0	0
April		1500	1600	1650	0	0	0	0
May		2150	800	1992	0	0	0	0

June		1900	0	2450	0	0_	0	0
July		1750	0	2900	0	0	0	0
August		1400	1000	1800	0	0	0	0
September		900	1200	581	0	0	0	0
October		1150	644	1500	0	0	0	0
November		1150	1200	1600	0	0	0	0
December		1250	500	1600	0	0	0	0
TOTAL	950	86150	30244	60653	105	111	127	180

COMCARE used 2% milk by the gallons and averaged 12 gallons per month.

10. PRICING INFORMATION

Pricing shall include shipping, delivery and fuel charges. Provide information and specifications on all items bid if different than the listed item. The quantity is an estimate of the past years usage, therefore the usage per year may vary. Also, there may be items listed which will not be ordered at all and other items may be added. Items will be purchased on as needed basis.

Item #	UOM	Description	Part Number	Qty (Last Years)	Unit Cost	Extended Cost
1	gallon	Whole Milk		Do not have usage	\$	\$
2	gallon	2% Milk		144	\$	\$
3	half-pt	2% Milk #9168		950	\$	\$
4	half-pt	1% Milk #9171		86,150	\$	\$
5	half-pt	Strawberry FF #9177		30,244	\$	\$
6	half-pt	Chocolate FF #9178		60,653	\$	\$
7	5 lbs	Yogurt Blueberry #9231		105	\$	\$
8	5 lbs	Yogurt Peach #9232		111	\$	\$
9	5 lbs	Yogurt Raspberry #9234		127	\$	\$
10	5 lbs	Yogurt Strawberry #9235		180	\$	\$

The delivery locations are:

Juvenile Detention Facility 700 S. Hydraulic Wichita, KS Judge Riddle Boys Ranch 25331 W. 39th St. South Goddard, KS COMCARE 1720 E. Morris, Suite 101 Wichita, KS

BID RESPONSE FORM RFB # 13-0011 DAIRY PRODUCTS

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME						
DBA/SAME						
CONTACT						
ADDRESS						
PHONE	FAX		_HOURS			
TAX PAYER I.D. NUMBER	AX PAYER I.D. NUMBER STATE INCORPORATED					
COMPANY WEB SITE ADDRESS		E-MAIL				
NUMBER OF LOCATIONS	NUMBER O	F PERSONS EMPLO	YED			
TYPE OF ORGANIZATION: Public C	orporation Priv	ate Corporation	Sole Propri	etorship		
PartnershipSmall Business	Manufacturer	Distributor	Retail	Dealer		
General Nature of Business	FEIN/SS #	W-9 incl	uded			
Not a Minority Owned Business	Minority Owned	Business: Cer	tification#			
African American Asian His	panic Native Am	erican Other _	Woman Ow	ned Business		
vendor's responsibility to check and conf www.sedgwickcounty.org/finance/purcha NO, DATED; Yes, I would like to be on the emergence	irm all addendum(s) rela sing.asp . NO, DATED_	ted to this document; N	by going to O, DAT	ED		
		rgency Contact Nam				
After Hours Phone #:After Hours Fax #:		gency Contact Nan				
In submitting a response to this documen clearly delineated and detailed any excep	t, vendor acknowledges tions.	acceptance of all sect	ions of the entire	e document and has		
Signature		Title				
Print Name		Dated				