



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

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

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR BID
#16-0041
DAIRY PRODUCTS**

March 31, 2016

Sedgwick County, Kansas (hereafter referred to as "County") will accept bids for Dairy Products for the Department of Corrections.

Firms interested in submitting a response meeting all terms, conditions, and requirements, shall provide an original and one (1) electronic copy (CD or 'USB drive) of the attached *Bid Response Form*, and requested supplemental information on or before **Tuesday, April 26, 2016, at 1:45 p.m. CDT**. Responses must be sealed in an envelope and marked with the firm's name and address, bid number, bid opening date, and bid opening time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Responses to this Request for Bid will be opened and read aloud at a public meeting held at 2:00 p.m. on Tuesday, April 19, 2016 in the Finance Conference Room at 525 N. Main, Suite 823, Wichita, KS 67203. You or your representatives are welcome to attend.

Kristen McGovern
Senior 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. Immediate notification will be made to Juvenile Detention Facility regarding all product recalls.
- 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 lower 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.
- L. The vendor is required to complete USDA Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions Form.
- M. Please attach information relative to the escalator clause to be considered as part of your bid.

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. IDEMNIFICATION

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. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provided acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

6. REQUEST FOR BID CONDITIONS

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

http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf

7. GENERAL CONTRACT PROVISIONS

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

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

8. TENATIVE TIMELINE

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

Distribution of Request for Bid to interested parties	March 31, 2016
Clarification, Information and Questions submitted in writing	April 14, 2016
Addendum Issued	April 19, 2016
Sealed bids due before 1:45 p.m. CDT	April 26, 2016
Board of Bids and Contracts	May 5, 2016
Board of County Commission Award	May 11, 2016

9. CONTRACT PERIOD

A contractual period with the successful firm will begin following award from Board of County Commission and will be for two (2) years with three (3) one (1) year options to renew.

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	Past Year Qty	Unit Cost	Extended Cost
1	Gallon	1% Milk	71	\$	\$
2	Half-Pint	1% Milk	14,833	\$	\$
3	Half-Pint	Strawberry FF	6,052	\$	\$
4	Half-Pint	Chocolate FF	8,438	\$	\$

The delivery location is:
Juvenile Detention Facility
700 S Hydraulic
Wichita, Kansas 67211
316-660-9750

BID RESPONSE FORM

#16-0041

DAIRY PRODUCTS

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation 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.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION:

Public Corporation ___ Private Corporation ___ Sole Proprietorship ___ Partnership ___ Small Business ___

General Nature of Business _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

Not a Minority Owned Business ___ **Minority Owned Business:** ___ **Certification #:** _____

African American ___, Asian ___, Hispanic ___, American Indian ___, Other ___, Woman-Owned Business ___

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KANSAS: ___ **Yes** ___ **No**

(Please see item 24 in the Request for Bid Terms and Conditions)

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to

www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

I/We _____, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

Signature _____ Title _____

Date _____

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion –
Lower Tier Covered Transactions**

U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor

Name and Title of Authorized Representative

Contractor Signature

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.