



## **NOTICE OF RE-SOLICITATION**

**SERIAL 03223-C**

**INVITATION FOR BIDS FOR: MISCELLANEOUS FOOD ITEMS, SPECIAL BUY**

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **September 23<sup>rd</sup>, 2008**, for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 03223-C INVITATION FOR BID FOR MISCELLANEOUS FOOD ITEMS, SPECIAL BUY**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDUM'S TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED  
BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**INQUIRIES:**

**MATTHEW BAUER  
PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3454**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>  
IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT THE  
PROCUREMENT CONSULTANT FOR ANY REFERENCED DRAWINGS.**

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

**MARK OUTSIDE ENVELOPE "SERIAL 03223 -C"**

Responses must be received **BY 2:00 P.M., September 23<sup>rd</sup>, 2008.** Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 03223-C

TITLE: MISCELLANEOUS FOOD ITEMS, SPECIAL BUY

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CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

- \_\_\_\_\_ Insufficient time
- \_\_\_\_\_ Do not handle product/service
- \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFICATIONS ON INVITATION FOR BID FOR: **MISCELLANEOUS FOOD ITEMS, SPECIAL BUY**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a multiple award/qualifying requirements contract with vendors of record that will allow the purchase of opportunity and/or special buys. There are no specific items to price. The County is soliciting vendors that will without exception agree to the terms and conditions listed in this call for bids. If the terms and conditions are agreed to, a contract will be awarded that will allow Maricopa County Sheriff's Office Food Services to purchase on an as needed basis, items that meet the following general definitions listed in the technical specification section of this call for bids. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **DEFINITIONS:**

2.1.1 Special Buys: Imperfect products that do not meet the standard for a manufacturers #1 product (usually retail). These products to have only slight cosmetic imperfections, are to be current pack, and have the same nutritional value as the #1 product.

2.1.2 Opportunity Buys: One time inventories that are the result of a variety of circumstances; change of pack, over production, mislabeling, nearing code date, misformulation, or a test product that didn't sell well.

2.2 The vendor shall provide the Maricopa County Sheriff's Office with a written quotation. The quotation shall include, at a minimum, the product, the price (inclusive of delivery), the quantity, deadline response date and a contact name. Faxes can be sent to: Nancy O'Neil, Food Services, (602) 353-1544.

2.3 **DELIVERY:**

Delivery is required F.O.B. **DESTINATION**, FREIGHT PRE-PAID within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.4 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.5 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.6 INVOICING REQUIREMENTS:**

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County:

All invoices shall indicate the following:

- (1) Contract number
- (2) County purchase order number
- (3) Quantity
- (4) Description
- (5) Pricing per unit
- (6) Total
- (7) Provide two (2) legible copies of the invoice.
- (8) The invoice shall be dated and signed (full name) by the County employee receiving the parts.

\*FREIGHT: If freight is applied on an invoice(s) the following requirements are to be indicated on the invoice(s):

- (a) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s).
- (b) Full name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the Contractor(s) for the necessary corrections.

Questions regarding billing or invoicing shall be directed to Bob Garland, at 602-256-1979. Other County using agencies may utilize this contract. In those cases the Contractor(s) shall communicate with the using agencies accounts payable division.

**2.7 CONTRACTOR REVIEW OF DOCUMENTS:**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.7.1 One (1) original of all submissions is MANDATORY (Attachment A)
- 2.7.2 Vendor Information, MANDATORY (Attachment C)
- 2.7.3 Agreement page, MANDATORY (Attachment B)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a six (6) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.2.1 Compliance with specifications
- 3.2.2 Price
- 3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.5 INDEMNIFICATION:

3.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:  
MATTHEW BAUER, PROCUREMENT CONSULTANT, 602-506-3454  
(bauer002@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Bidders are to provide one (1) original "hard copy" of pricing.** Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.**

**ATTACHMENT A  
PRICING**

SERIAL 03223-C  
PRICING SHEET  
NIGP CODE 39300

BIDDER NAME: \_\_\_\_\_  
F.I.D./VENDOR #: \_\_\_\_\_  
BIDDER ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
BIDDER PHONE #: \_\_\_\_\_  
BIDDER FAX #: \_\_\_\_\_  
COMPANY WEB SITE: \_\_\_\_\_  
COMPANY CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? \_\_\_\_ YES \_\_\_\_ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP  
WHEN PAYING WITH A PROCUREMENT CARD? \_\_\_\_ YES \_\_\_\_ NO

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.  
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.  
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.  
BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10	_____	NET 90	_____
NET 15	_____	2% 10, NET 30	_____
NET 20	_____	1% 10, NET 30	_____
NET 30	_____	2% 30, NET 31	_____
NET 45	_____	1% 30, NET 31	_____
NET 60	_____	5% 30, NET 31	_____

INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: \_\_\_\_\_%

**PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:**

\_\_\_\_ NEWSPAPER ADVERTISEMENT  
\_\_\_\_ MARICOPA COUNTY WEB SITE  
\_\_\_\_ PRE-SOLICITATION NOTICE  
\_\_\_\_ OTHER (PLEASE SPECIFY)

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Vendor agrees to provide Maricopa County Sheriff's Office with a quotation specifying the product, price (inclusive of delivery), quantity, deadline response date, and a contact name.

\_\_\_ Yes \_\_\_ No

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

**BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

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MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

\_\_\_\_\_  
FIRM SUBMITTING BID

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE                      FAX #

\_\_\_\_\_  
CITY                      STATE                      ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**ATTACHMENT C**

**CONTRACTOR REFERENCES**

**RESPONDENT SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**EXHIBIT 1**

**VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM**

On November 22, 2004, Maricopa County changed its vendor registration process.

**On-Line Registration is FREE and REQUIRED for all vendors.**

Register On-line at [www.maricopa.gov/materials](http://www.maricopa.gov/materials)

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).

**SMALL BUSINESS PROGRAM**

**(MCBIZ)**

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."