

SERIAL 04149 C DAIRY PRODUCTS

DATE OF LAST REVISION: January 26, 2009

CONTRACT END DATE: December 31, 2010

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2007~~ 2010

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **DAIRY PRODUCTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 01, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

MB/mm
Attach

Copy to: Material Management
 Amie Bristol, MCSO Procurement

(Please remove Serial 01143 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **DAIRY PRODUCTS**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for dairy products. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Also included are blanket discounts for related supplies as covered by current pricing documents.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Milk, 2% pasteurized, ½ pint size

2.2 Skim Milk, ½ pint size

2.3 Chocolate Milk, 1%, ½ pint size

2.4 All products listed herein shall meet the minimum requirements of the United States Public Health Service Milk Ordinance and Code, latest edition 1939.

2.5 Product expiration date shall be 10 to 14 days past the delivery date.

2.5.1 Products delivered with less than 10 days past the delivery date may be subject to return if the product becomes out of date.

2.6 All dairy products are to be delivered in cardboard containers in ½ pint sizes.

2.7 Deliver products to Food Services, ~~3225 W. Gibson Lane~~ **3150 W Lower Buckeye, Ste #A**, Phoenix AZ 85009 between the hours of ~~5 7:00 AM to 9 2:00 AM PM~~, Monday through ~~Saturday~~ **Friday**. This delivery address is subject to change.

2.8 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.9 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within seven (7) 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.

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.

2.10 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.

2.11 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 of material, including item number, and any backorders;
- (5) Pricing per unit.

2.12 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.13 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.14 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.15 CONTRACTOR REVIEW OF DOCUMENTS:

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

- 2.15.1 One (1) original of all submissions is MANDATORY
- 2.15.2 Pricing pages, MANDATORY (Attachment A)
- 2.15.3 Vendor Information, MANDATORY (Attachment D)
- 2.15.4 Agreement page, MANDATORY (Attachment B)
- 2.15.5 References (Attachment C)

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 three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

~~ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR to the Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.~~

The unit price of milk shall be based on the bi-annual submission (January and July) of the USDA Federal Milk Orders 124 & 131 for Arizona (Class 1). Therefore, for every .0015 cents the Federal Milk Order moves up or down, half pints of milk will be adjusted by .001 cents per carton. Upon agreement by the County to the adjusted price terms, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

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

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 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.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.6 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.**

3.7 INDEMNIFICATION:

3.7.1 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.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then 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, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **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, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8 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.

3.9 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.

3.10 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:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, ~~Stephen Krausnick~~, 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.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled). 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.

LIVELY DISTRIBUTING INC, 2633 W CYPRESS STREET, PHOENIX, AZ 85009

PRICING SHEET NIGP CODE: 3807501

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

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

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO _____ % DISCOUNT

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

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.

ITEM DESCRIPTION	ESTIMATED MONTHLY USAGE	UNIT PRICE	EXT. PRICE	Eff. 7/1/07-01/15/08
Milk, 2% pasteurized, 1/2 pint size	63,000 each	\$0.1584-0.1632* 0.1826-0.2270-0.2320** \$0.2307 \$0.1971**	\$9,979.20 \$10,281.60* \$11,503.80**	
Skim Milk, 1/2 pint size	298,200 each	\$0.1371-0.1412* 0.1606-0.2050-0.2232** \$0.2219 \$0.1883**	\$40,883.22 \$42,105.84* \$47,890.92**	
Chocolate Milk, 1%, 1/2 pint size	33,600 each	\$0.1554-0.1601* 0.1795-0.2239-0.2415** \$0.2402 \$0.2066**	\$5,221.44 \$5,379.36* \$6,031.20**	
Eff. 01/26/09 Whole Milk 1/2 Pint size		\$0.2288	\$68,228.16	

ADDITIONAL PRICING:

COTTAGE CHEESE LF 5# _____ \$4.2195-4.34609*

* New pricing will be effective as of 1/01/2006.
** New pricing will be effective as of 4/22/2007-7/1/07-01/15/08-09/01/08-01/01/09.

LIVELY DISTRIBUTING INC, 2633 W CYPRESS STREET, PHOENIX, AZ 85009

Terms: NET 30

Vendor Number: **W000004008 X**

Telephone Number: 602-253-8990

Fax Number: 602-272-8129

Contact Person: ~~Don Witzel~~ **Vicki Waldron**

E-mail Address: dgwitzel@livelydist.com jlively@livelydist.com

Company Web Site: www.livelydist.com

Contract Period: To cover the period ending **December 31, 2007 2010.**