

COUNTY OF COLE – MISSOURI



REQUEST FOR BID 2020-20: FOOD PRODUCTS, COLE COUNTY PRENGER FAMILY CENTER

SUBMISSIONS SHALL BE ACCEPTED THROUGH

THURSDAY, JUNE 25, 2020 AT 3:00 p.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions set forth herein, all attachments and the contents of any addendum or amendment released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2020-20 FOOD PRODUCTS, COLE COUNTY PRENGER FAMILY CENTER

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, June 25, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at (573) 634-9168 or jbryant@colecounty.org.

NEWS TRIBUNE: May 31, June 7 & 14
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein to supply and deliver all food products, upon which prices are bid, identified on the food product information priced sheets to the Cole County Prenger Family Center located at 400 Stadium Blvd, Jefferson City, MO.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section within their response titled "EXCEPTIONS".

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant, Purchasing Agent
jbryant@colecounty.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. An addendum may contain information that could affect bid responses. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions

affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 SUBMISSION REQUIREMENTS. A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall:

- Be submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- Be complete and signed by an official authorized to obligate company submitting the bid;
- Include (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be accepted. Responses will be time and date stamped; those received late will be determined non-responsive without exception. Late bids may be returned unopened to the respondent upon request within ten (10) business days after the bid opening. All returns will be made at the respondent's expense.

1.5 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, June 25th at 3:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 ADVICE OF AWARD. Upon bid award by the Cole County Commission, award notification letters, including a bid tabulation summarizing responses received, will be sent via email to all parties submitting a response.

2.0 TERMS AND CONDITIONS

2.1 INCURRING COSTS. Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 RESERVATIONS. The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contracts; and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 MODIFICATION/WITHDRAWAL. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 VALIDITY. Respondents agree that submissions will remain valid for consideration by Cole County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 RESPONSE MATERIAL OWNERSHIP. All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner by a respondent. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **EVALUATION & BASIS OF AWARD.** The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply that in our judgment the awardee appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the

lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.

- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **DELIVERY.** If requested, the delivery date or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or project if delivery is not made or work not started as guaranteed.
- 2.16 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.18 **SHIPMENTS.** All shipments and deliveries shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting award or contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes primary vendor(s). Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual need and maintain the quoted pricing.
- 2.21 **ASSIGNMENT.** The awarded party shall not assign the contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.22 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.23 **APPROPRIATION OF FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.

- 2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, and/or any other government entity may or may not request an unknown quantity of goods or services under this bid during the effective period or resulting agreement period at the same prices, terms and conditions.

If the awarded party agrees to cooperative procurement, it is agreed and understood that each participating political subdivision will make its own separate contract with the awarded party; that each participating political subdivision shall only be liable to the awarded party for service, materials or supplies for which it has directly contracted without any liability for purchases contracted for by any other participating political subdivision; and each awarded party shall be required to bill each participating political subdivision separately and directly for the service, materials or supplies it has purchased.

In the event of any dispute between a political subdivision and an awarded party arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the awarded party.

3.0 SCOPE OF SERVICES

- 3.1 **OVERVIEW.** Cole County Prenger Family Center is seeking proposals from vendors to supply and deliver all food products, upon which prices are bid, identified on the food product information priced sheets. The Cole County Prenger Family Center is located at 400 Stadium Blvd, Jefferson City, Mo. Contracts resulting from this bid would be for a period of two (2) years with the option of a two (2) year renewal. No maximum or minimum quantities or expenditures are guaranteed. The County reserves the right to increase or decrease the quantities as needed. The County will be responsible only for approved product items ordered and received.

3.2 SPECIFICATIONS.

- 3.2.1 The contractor(s) must maintain an adequate stock to meet the needs of the Prenger Family Center.
- 3.2.2 The contractor(s) shall be capable of providing all products, or approved equivalents. Any equivalent products submitted may be subject to quality testing and nutritional approval at the discretion of the County.
- 3.2.3 Only items on the authorized food product information price sheet(s) may be orders, purchased and delivered, unless prior written approval has been granted by the County.
- 3.2.4 All products delivered to the facility must meet or exceed United States Department of Agriculture (USDA) and National School Lunch Program (NSLP) specifications and have a minimum shelf-life of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
- 3.2.5 The maximum weight for packages (containers, cases, etc.) shall not exceed Occupational Safety and Health Administration (OSHA) standards unless otherwise specified on the food Product information price sheets. Packages exceeding the maximum weight may be rejected by the facility.
- 3.2.6 The contractor(s) shall ensure that potentially harmful products are labeled and Material Safety Data Sheets (MSDS) are provided with the appropriate products.

3.3 CONTRACTOR RESPONSIBILITIES.

- 3.3.1 All products specified herein shall be processed, packaged, and delivered in accordance with industry standards, regulations of the Missouri Department of Health, USDA, and requirements of the Federal Food, Drug, and Cosmetic Act (FFDCA).
- 3.3.2 Products will be subject to tests as determined by the County; conducted on a random sampling basis during the term of the contract.
- 3.3.3 No sulfite agents, Monosodium Glutamate (MSG), Butylated Hydroxyanisol (NHA), Butylated Hydroxytoluene (BHT), or any preservatives are to be used in production of any fresh product item.
- 3.3.4 Produce should not contain pesticides in excess of established tolerance limits as set forth by the USEPA (United States Environmental Protection Agency) 40 CFR Part 180.
- 3.3.5 Yields shall be calculated in liquid ounces, volume or weight as per industry standard service measurements for the food involved. Weight of additive liquids, milk, shortening, water, etc., shall be computed as one hundred twenty-eight (128) ounces per U.S. gallon. Yields not shown on labels shall be verified by calculating net weight or volume according to preparation directions.
- 3.3.6 The products shall be prepared, processed, and packaged under modern sanitary conditions and in accordance with good commercial practice in accordance with the code of Federal regulations, Title 21, Human Foods; Current Good Manufacturing Practice (Sanitation).
- 3.3.7 If a product contains artificial sweeteners, the label or technical publications shall bear Federal Drug Administration (FDA) warnings.
- 3.3.8 The materials used in the ingredients shall be clean, sound, wholesome and free from infestation and other objectionable foreign matter.

3.4 **QUALITY CONTROL PROCEDURES.**

- 3.4.1 All food products shall have the date or coded date inscribed on it. Conversion tables shall be provided for all date codes. The Manufacturer Product Number, Universal Product Code (UPC) and Global Trade Number (GTIN) brand name, provided by the contractor on the food product information price sheet shall be provided on each case.
- 3.4.2 The contractor shall have instituted an established quality assurance program that complies with industry standards. This quality assurance program must detail the contract's quality control program(s) and will ensure compliance with the contractual requirements.
- 3.4.3 The contractor shall have a written quality control program that ensures all products are handled in a manner that complies with all Hazard Analysis Critical Control Point (HACCP) regulatory requirements as well as the Current Good Manufacturing Practices (CGMP) and Standard Sanitary Operation Procedures (SSOP). Any suppliers/manufacturers providing products to the contractor shall have verifiable HACCP programs in place at their facilities. The contractor shall monitor the quality control program of all suppliers/manufacturers.
- 3.4.4 The County may conduct a quality test on products delivered to the facilities to ensure that they meet the required product specifications.
- 3.4.5 The County reserves the right to visit any contracted premises and conduct on-site inspections at any time it deems it to be necessary.

3.5 OUT OF STOCK/NO PRODUCT AVAILABLE.

- 3.5.1 The contractor shall notify the County of out of stock/no product available upon receipt of the order, but in no even later than forty-eight (48) hours before the scheduled delivery. If the contractor is unable to fill an order completely, they must inform the ordering manager of the shortage within twenty-four (24) hours of receiving the order.
- 3.5.2 A substitute product may be provided with prior approval by the County and/or ordering manager. Such substitutions shall be of same or better grade, quality, etc. Substitutions shall be priced using the same unit pricing methodology as the original product. Substitutions should not be made on a continuing basis. Explanation of reported/continued substitutions shall be made to the County and/or ordering manager.
- 3.5.3 Out of stock/no product available or shortage of products may be a basis for cancellation of the contract and/or charging back for open market purchase or any other appropriate remedies.

3.6 ORDER PROCESS.

- 3.6.1 The County will choose the food item(s) from an approved product list through the contractor supplied electronic order system. The system will be capable of the following:
 - a. Confirmation upon receipt of any order;
 - b. Notifying the County of any unavailable product(s), at the time the order is placed;
 - c. Restricting orders to authorized items only; and
 - d. Printing and/or emailing out the order once completed.

3.7 DELIVERY.

- 3.7.1 Contractors are required to submit a fixed delivery fee per case for all items proposed. The fixed delivery fee per case shall be submitted in dollar value format with two (2) decimal points (example \$1.25 per case).
- 3.7.2 All transportation charges, including freight, fuel surcharge, handling, and distribution charges shall be included in your delivery charge. They delivery charge shall be included on the delivery ticket and shall be provided for each item delivered.
- 3.7.3 Deliveries shall be made once/twice per week, unless otherwise requested by the County due to storage limitations. However, the contractor shall not make more than two (2) delivers per week, unless an emergency delivery is required. Product(s) shall be shipped within seventy-two (72) hours after receipt of an order. In the case of the third day being on a weekend or state holiday, delivery is expected to be made on the next working day. Deliveries must be made between 8:00 am to 4:00 pm Central time, Monday thru Friday excluding Saturday, Sunday, and state holidays unless requested by the ordering manager.
- 3.7.4 The manufacturer brand name, manufacturer product number, and distributor's product number (if different) must be shown on each case received by the County. All of this information must be provided on the shipping manifest provided to the County when the products are delivered to ensure proper identification and receiving for invoice certification.
- 3.7.5 All products must be delivered and maintained at the appropriate temperature for the product, i.e., frozen, refrigerated.

- 3.7.6 Frozen products, the maximum time products may be held in a frozen state prior to delivery shall be as follows:
- a. Fresh frozen meat (except ground and diced meats) – sixty (60) days;
 - b. Ground and dice meats – thirty (30) days; and
 - c. Cured and processed meat – forty-five (45) days
- 3.7.7 Delivery vehicles must be designed to transport the product, and be equipped as applicable with cart/hand delivery. The County cannot have any pallet deliveries.
- 3.7.8 Delivery vehicles must be pre-cooled to the proper temperatures prior to loading.
- 3.7.9 Delivery shall be made in clean, closed (i.e. semi-trailer) vehicles. When transporting food items, the vehicles shall be maintained in good sanitary condition to prevent contamination of the supplies. Delivery vehicle used to deliver items under this contract shall be subject to inspection for sanitation at any time. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Contractor(s) delivery vehicles shall be equipped to maintain the appropriate temperatures and product segregation as necessary to deliver products at proper temperature.
- 3.7.10 Transportation temperature recordings may be requested at any time to verify product temperature integrity.
- 3.7.11 The contractor will deliver the items in the quantity orders, and on the date and time requested by the County. If the contractor cannot meet the delivery schedule, the County must be notified and the delivery made on, or before, the new agreed upon delivery date. Back orders will not be accepted. Products delivered to a facility shall be securely and properly packed for storage and stocking in appropriate, clearly marked materials, cases, or other types of containers will be accepted.

3.8 **PRODUCT SECURITY REQUIREMENTS.**

- 3.8.1 The County requires packaging and containers that do not present security problems (i.e. wire, metal, sharp edges, glass, etc., that may possibly be fashioned into a weapon). No glass containers will be allowed. The contractor may be required to modify and/or change packaging and/or containers for delivery, in order to reduce potential security problems. There shall be no surcharge in pricing for contractor's packaging or containers used to meet security requirements.
- 3.8.2 Mixed loads of dissimilar products are to be avoided, as well as inappropriate stacking of heavy/dense items on top of light items.

3.9 **EMERGENCY ORDERS/DELIVERIES**

- 3.9.1 The contractor agrees to provide emergency deliveries upon request of the ordering manager. An emergency delivery is defined as: a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regular scheduled delivery. The contractor needs to be prepared to deliver products within twenty-four (24) hours. The contractor must provide the County with the names and availability (normal business hours only) of the contractor's representative responsible for handling such emergency service and phone numbers.

3.10 RECALLED PRODUCTS

3.10.1 The contractor shall have the ability to track all products delivered. Product recalls from the manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the County, which shall include, but not be limited to, the following:

- a. The contractor shall have a product recall program that provides for immediate notification to all facilities that have received the recalled products.
- b. The contractor shall be responsible for picking up and replacing all products that are subject to recall, and ensuring that all manufacturers and suppliers to the contract have the same requirements in place.
- c. Issue a credit, or a one-for-one replacement item that meets the specifications of the original delivery, as approved by the ordering manager.
- d. The County shall not be responsible for the pickup and replacement cost of the recalled product. Subsequent credits must be applied, as applicable.
- e. A final report shall be made to the ordering manager stating number of cases shipped and number of returns.

3.11 RETURNS

3.11.1 The contractor shall provide, within fifteen (15) days after contract execution, a return product policy which allows for the following:

- a. Full credit and pick-up within five (5) working days after notification of the rejected product due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The County will notify the contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
- b. Rejection items not removed from the facility by the contractor upon the next delivery date after date of notification shall be regarded as abandoned by the contractor and the County has the right to dispose of the items as its own property. The contractor shall, within twenty-four (24) working days after notification, reimburse the County for any and all costs and expenses incurred in affecting removal or disposition.
- c. The County shall have the right to reject products for non-compliance at the point of delivery.

3.12 CONTRACT SUBSTITUTIONS

3.12.1 The contract will be required to provide only the product(s) awarded. Substituted products delivered or provided to the County without prior approval for the ordering manager are prohibited and will be returned to the contractor at the contractor's expense, and may cause termination of the contract.

In the event the product specified can no longer be provided for reasons beyond the contractor's control (i.e. – product discontinuance), the contractor shall notify the County and provide an alternate product request along with the cost, unit size, and nutritional analysis. The substituted product shall meet (or exceed) all terms, conditions, and specifications applicable to the original specified product.

3.13 DAMAGED GOODS

3.13.1 The contractor shall be responsible for filing, processing, and collecting all damage claims. However, to assist the contract in the expeditious handling of damaged claims, the County will:

- a. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading;
- b. Report damage of delivered goods to the carrier and contract supplier, confirming such reports, in writing, within seven (7) days of delivery, requesting that the carrier inspect the damage merchandise;
- c. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier and disposition given by the contract supplier;
- d. Provide the contractor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.14 TRADE NAMES

3.14.1 Any manufacturer's names, trade names, brand names, or catalog number used in specifications contained in this bid are for the purpose of describing and establishing general levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed that quality level of items listed, unless "No Substitutes" or other similar language is indicated on the food product information price sheet.

3.15 ESTIMATED QUANTITIES

3.15.1 The quantities listed on the good product information sheet(s) herein are estimates, given only as a guideline for preparing your proposal, and should not be construed as representing actual quantities to be purchased under any resulting contracts.

3.16 REBATES, INCENTIVES, OR DISCOUNTS

3.16.1 The contractor has the obligation to fully disclose all rebates, discount, allowances, and incentives which the contractor received from its supplier resulting from this contract. Any rebates, discounts, allowances, and incentives resulting from this contract from any manufacturer/supplier or transportation company utilized to provide the product(s) awarded shall be passed along to the County. The rebates, discounts, allowances, and incentives must be included in the unit price provided on the food product information price sheet.

3.16.2 Allowable costs will be paid net of all rebates, allowances, incentives and applicable credits accruing to or received by the contractor to the extent those items are allocable to the allowable portion of the costs billed to the County. If the contractor receives a rebate, discount, allowance, incentive, or applicable credit from any supplier that has not been applied to the unit price, the contractor must disclose and return to the County the full amount that is received based on the purchases made on behalf of the County. All rebates, discounts, allowances, incentives, and applicable credits must be returned to the County during a mutually agreed-upon time frame that is beneficial to the County.

3.17 SALES PROMOTION

3.17.1 In addition to decreasing pricing for the balance of the contract term due to a change in market conditions, a contractor may conduct sale promotions involving price reduction for a specified lesser period. The contractor shall submit to the ordering manager documentation identifying the proposed:

- a. Starting and ending dates of the promotion;
- b. Products involved; and
- c. Promotional prices compared to then-authorized prices.

3.18 CONTRACT MODIFICATIONS

3.18.1 During the term of the contract, the County reserves the right to add or delete products upon ten (10) business day's written notice. Adding or deleting products may be accomplished by a letter or email from the ordering manager and does not require a formal contract amendment. The parties agree to renegotiate this contract to comply with any applicable current or revised state laws, regulations, or increase/decreases in allocations making any changes in the contract necessary.

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BID NUMBER 2020-20

EXPERIENCE & REFERENCES

To be considered qualified by the County for the work contemplated herein, the respondent must have a minimum of five (5) years' experience in installs of similar size and scope. For the purpose of verifying quality of service, please list customer references that the County may contact (minimum of three).

Years' experience in installs of similar size and scope: _____ years

REFERENCE ONE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Date of Service: _____

Scope of Work: _____

REFERENCE TWO

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Date of Service: _____

Scope of Work: _____

REFERENCE THREE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Date of Service: _____

Scope of Work: _____

REFERENCE FOUR

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Date of Service: _____

Scope of Work: _____

REFERENCE FIVE

Owner Name: _____ City/State: _____

Contact Person/Title: _____

Phone/Email: _____ Date of Service: _____

Scope of Work: _____

BID NUMBER 2020-20
CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct the contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

All orders should be directed to:

CONTACT(S): _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

BID NUMBER 2020-20

INSTRUCTIONS FOR PREPARING THE PRODUCT INFORMATION PRICE SHEET(S)

1. Bidders must include the product description, manufacturer's brand name, manufacturer's product number, pack size (per case), unit price per case for each item bid. Upon request by the County, the contractor will also provide additional nutrition facts and/or Child Nutrition Labels for specified items for further nutritional review.
2. The fixed delivery fee per case shall be entered where indicated on the Bidder Response Form.
3. The bidder shall be responsible for ensuring all the prices are clearly entered on the price sheet, and this includes the extended price.
4. The preferred pack sizes listed are provided as a general guide to best meet the needs of the County. Bidders are authorized to bid alternate pack sizes from what is listed if it will result in a lower overall cost of the product. However, bidders shall be responsible for ensuring the usage requirements are still met.
5. If bidders are unable to provide an item meeting the exact product specification listed, but can provide an alternative product that is intended for the same purpose and of equal or better quality, the bidder must indicate as such in the column labeled "Bid Product Description" and attached a product specification to the price sheet.
6. The County will not accept any other form of the Bidder Response Form; the bidder's information MUST be on the price sheet provided.

BID NUMBER 2020-20 CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bid opening date. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this RFP are included with their proposal submittal.

- Completed First Page of this RFP
- Completed Anti Collusion Statement
- Completed Experience & Reference Page
- Completed Contact for Contract Administration Page
- Completed Bidder Response Form. Bidder has to fill out columns of Bid Products Description, Brand, Manufacturer Product Number, Pack Size, Price per Case, Extended Price. Cole County will not accept a different bidder response form; it must be this form.
- Addendum acknowledgments, signed, if any addendums to this RFP are issued. All addendums will be posted on our counties website. It is the bidder's responsibility to check our website.

DRY	JOY - SWEETENED SHREDDED FANCY	EA	1	10 LB	10 LB						
DRY	LUCKY LEAF - PUDDING VANILLA RTU ZTF	CS	6	10 LB	10 LB						
DRY	ESSENTIALS - SPICE WHITE PEPPER GROUND	CS	1	16 OZ	16 OZ						
DRY	PREMIER - SPICE MUSTARD GROUND	CS	1	16 OZ	16 OZ						
DRY	DOMINO - SUGAR BROWN LIGHT	CS	12	2 LB	2 LB						
DRY	CHEFS OWN - BASE BEEF PASTE STD	EA	1	1 LB	1 LB						
DRY	SUNSHINE - CRACKER ASSORTED DELUXE I/W	CS	400	2 CT	2 CT						
DRY	G MILLS - FLOUR ALL PURPOSE KING WHEAT	CS	1	25 LB	25 LB						
DRY	PPI - MUSTARD PACKET	CS	500	5.5 GM	5.5 GM						
DRY	PATRIA - PASTA NOODLE EGG EHL GRAIN WIDE	CS	2	5 LB	5 LB						
DRY	PATRIA - PASTA SPAGHETTI WHOLE GRAIN	CS	2	10 LB	10 LB						
DRY	LUCKY LEAF - PIE FILLING PEACH CLEAN	CS	3	116 OZ	116 OZ						
DRY	MORTON - SALT KOSHER COARSE	CS	12	3 LB	3 LB						
DRY	PIONEER - SAUCE MIX CHEESE MINUTE	CS	8	32 OZ	32 OZ						
DRY	CORTONA - TOMATO DICED IN JUICE	CS	6	10 LB	10 LB						
DRY	RED PACK - TOMATO PASTE	CS	6	10 LB	10 LB						
NON FOODS	DART - PLATE FOAM HONEY 3 COMPARTMENT 10	CS	4	125 CT	125 CT						
NON FOODS	EMPRESS - FORK PLASTIC HEAVY WEIGHT BLACK	CS	1	1000 CT	1000 CT						
NON FOODS	EMPRESS - SPOON PLAS HVY WT BLACK	CS	1	1000 CT	1000 CT						
NON FOODS	EMPRESS - KNIFE PLS HVY WT BLACK	CS	1	1000 CT	1000 CT						
NON FOODS	HANDGARDS - GLOVES VINYL PF VVI	CS	1	100 CT	100 CT						

NON FOODS	DART - BOWL FOAM WHITE 12 OZ	CS	20	50 CT	50 CT						
NON FOODS	DART - CUP FOAM 0 OZ 8J8	CS	40	25 CT	25 CT						
NON FOODS	COMPANIONS - GLOVE LATEX POWDER FREE LARGE	CS	10	100 CT	100 CT						
NON FOODS	PRIMESOURC - TOWEL ROLL KITCHEN 2 PLY	CS	30	RL	RL						
DAIRY	SCHRIEBER - CHEESE AMERICAN EZP 160 SLC	EA	1	5 LB	5 LB						
DAIRY	LAND O LAK - CHEESE CHEDDAR STICK 1/W	CS	168	1 OZ	1 OZ						
DAIRY	GREAT LAKE - CHEESE CHEDDAR FEATHER SHRED	EA	1	5 LB	5 LB						
DAIRY	HILAND - CHEESE COTTAGE 2% LOW FAT	EA	1	5 LB	5 LB						
DAIRY	RASKAS - CHEESE CREAM CUP	CS	100	.75 OZ	.75 OZ						
DAIRY	HILAND - SOUR CREAM PURE	EA	1	5 LB	5 LB						
DAIRY	UPSTATE FA - YOGURT VANILLA FAT FREE	CS	4	5 LB	5 LB						
DAIRY	CODE ELITE - CHEESE CREAM LOAF PLAIN	EA	1	3 LB	3 LB						
DAIRY	SCHRIEBER - CHEESE PROCESSED SWISS AMER EZP 1	EA	1	5 LB	5 LB						
REFRIGERATED	CODE - MARGARINE SOLID ALL VEGETABLE	CS	30	1 LB	1 LB						
REFRIGERATED	TULKOFF - GARLIC CHOPPED IN OIL	EA	1	1 QT	1 QT						
PRODUCE	PACKER LAB - APPLE RED DEL	CS	1	22 CT	22 CT						
PRODUCE	SUNKIST - ORANGE CALIF FANCY	CS	1	30 CT	30 CT						
PRODUCE	GRIMMAY - CARROT SHRED 1/16"	EA	1	5 LB	5 LB						
PRODUCE	TAYLOR FAR - LETTUCE ICEBERG ROM BLD SEP COLOR	EA	1	5 LB	5 LB						
PRODUCE	TAYLOR FAR - CABBAGE GREEN SHRED SEP COLOR	EA	1	5 LB	5 LB						

FROZEN	PACKED POTATOES ENTIRE D GRADE	CS	6	6 LB	6 LB						
CHEMICAL, JANITORIAL	NOVEL WASH-BLEACH	CS	6	1 GAL	1 GAL						
CHEMICAL, JANITORIAL	SWISHER - CLEANER, DEGREASER FLOOR HEAVY DUTY	CS	4	1 GAL	1 GAL						
EQUIPMENT, SUPPLIES	SAN JAMAR - POT HOLDER 8X8 TAN, BROWN JIT	CS	1	EA	EA						