

INVITATION FOR SEALED BID # 17-03 *THIS IS NOT AN ORDER*

**MONTGOMERY COUNTY PURCHASING DEPARTMENT
755 Roanoke Street, Suite 2C
CHRISTIANSBURG, VA 24073**

DATE February 10, 2016		BID OPENING DATE AND HOUR March 10, 2016 3PM
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BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

Heather M, Hall, C.P.M., VCO
 Director of Purchasing
 E-MAIL ADDRESS: hallhm@montgomerycountyva.gov
 TELEPHONE NUMBER (540) 382-5784
 FAX NUMBER (540) 382-5783

***COMMODITY: Milk and Milk Products for the Montgomery County Sheriff's Office
Jail Division***

SPECIAL INSTRUCTIONS

1. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department, see Number 13. "Facsimile Bids" of the attached General Terms and Conditions.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses should be signed below.
4. Responses will be received in the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24073 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
7. Attachment A is incorporated by reference into this invitation for sealed bid and any resulting contract.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

THIS IS NOT AN ORDER

MONTGOMERY COUNTY

INVITATION FOR SEALED BID NUMBER 17-03

Milk and Milk Products for the Montgomery County Sheriff's Office Jail Division

I. PURPOSE

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide delivery of milk and milk products for the Montgomery County Sheriff's Office Jail Division (MCSO).

II. CONTRACT PERIOD

A. The initial term of this contract will be from July 1, 2016 through June 30, 2017. The contract may be renewed by the MCSO upon written agreement of both parties. The contract may be renewed for four successive one year periods, under the terms of the contract, and at a reasonable time prior to the expiration.

III. SPECIFICATIONS

A. **Milk Slimpak Gable End Carton:** Shall be made of bleached paperboard. **Recycled paper will not be accepted.** Polyethylene coating and printed with water based ink over polyethylene coating. The package shall be coded with the following at a minimum: the milk type and the "best before" date. Each carton must be labeled to include the milk type, nutritional information, dairy name, address and plant number.

1. Slimpak Gable End Carton: Milk, lowfat, homogenized and pasteurized, 2% butterfat, fortified with 2000 IU of Vitamin A and 400 IU of Vitamin D per quart, 8 oz. carton

B. **Milk Plastic Bottles:** The package shall be re-sealable, and packed fifty units per milk crate, coded with the following at a minimum: the milk type and the "best before" date. Each carton must be labeled to include the milk type, nutritional information, dairy name, address, and plant number.

1. Plastic Bottle: Milk, whole, unflavored, homogenized and pasteurized, 3.5% butterfat, fortified with 2000 IU of Vitamin A and 400 IU of Vitamin D per quart, 1 gallon

C. **Other Dairy Items:**

1. Buttermilk, Lowfat, ½ gallon.
2. Cottage Cheese, 2% or less butterfat, 5 lb. Tub.

IV. SCOPE OF SERVICE

A. Pricing: Price Escalation/De-Escalation. Price adjustments will be permitted only for changes in the contractor's cost as reflected by the schedule of pricing established by the State Milk Commission of the Commonwealth of Virginia for raw milk as changes occur thereto. The formula for calculating the increase or decrease in price per ½ pint of fluid milk is as follows:

The amount of change per cwt X conversion factor X 1 if price per cwt is increase or -1 if price per cwt is decreased. The conversion factors for this purpose are:

.006 for all fluid milk. Examples: (1) \$2.76 increase per cwt of raw milk. $\$2.76 \times .006 \times 1 + 0.01656$ increase per ½ pint. (2) \$2.76 decrease per cwt of raw milk. $\$2.76 \times .006 \times -1 = -0.01656$ decreases per ½ pint.

The index raw milk price will be that established by the State Milk Commission and in effect on the date indicated by the bidder in the space provided on the bid form. Failure to complete this item will invalidate the bid.

Adjustments to invoices will be honored which are based on State Milk Commission announcements. It is noted that MCSO reserves the right to adjust invoices and to pay the amount consistent with the above as full and final payment for the invoice in question. Failure to do so on any invoice shall not constitute a waiver or cancellation of the above reservation.

- B. Expiration Date: The Contractor agrees to replace any product that is deemed not suitable due to expiration date on carton or spoilage.
- C. All products delivered shall be stacked in place in proper storage by dairy company drivers.
- D. All products must be delivered to the jail at proper temperatures, between 35 to 40 degrees F for milk.
- E. Quantities: Quantities listed are estimates only and may vary during the contract year.
- F. Substitution of Items: There shall be no substitutions unless pre-approved by the MCSO. Pre-approved items must be equal or of greater quality and will be substituted at the bid cost.
- G. Additional Purchases: The MCSO reserves the right to purchase unlisted items from the contract holder or from other sources.
- H. Delivery: Delivery is to be made to the jail on a schedule to be determined by the MCSO between the hours of 6:00 a.m. – 4:00 p.m.
- I. Default: In the case of failure to deliver the goods or services in accordance with contract terms and conditions, the MCSO, after due oral or written notice, may procure them from other sources and hold the successful bidder responsible for any resulting additional purchase and administrative costs.
- J. Failure to Meet Specifications: The products delivered should comply with the specified products on the bid sheet. If the products do not meet specifications, the MCSO reserves the right to cancel the contract.
- K. Invoices: Invoices shall be submitted to each entity for items ordered and delivered. Payment terms shall be Net 30 days. Invoices are to be submitted to MCSO at 1 East Main Street, Christiansburg, VA 24073, upon delivery unless otherwise directed. No fuel surcharges are allowed.

V. CONTRACT ADMINISTRATION

A. Kim Haug, Captain, Chief of Corrections, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any

modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VI. ATTACHMENTS

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
Attachment C – Pricing Schedule

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. [http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB terms and conditions.pdf](http://www.montgomerycountvva.gov/filestorage/16277/16344/16633/16661/IFB%20terms%20and%20conditions.pdf)

SPECIAL TERMS AND CONDITIONS

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSURANCE:**
By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
8. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

ATTACHMENT B

**Standard Contract form for reference only
Bidders do not need to fill in this form**

**MONTGOMERY COUNTY
STANDARD CONTRACT**

Contract Number: _____

This contract entered into this ____ day of _____ 201_, by _____, hereinafter called the "Contractor" and Montgomery County, called "The County".

WITNESSETH that the Contractor and The County, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to The County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Montgomery County Sheriff's Office in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation for Bid Number _____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor dated _____, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: _____ Montgomery County Sheriff's Office

By: _____ By: _____

Title: _____

ATTACHMENT C

PRICING SCHEDULE

Item Number	Description	Unit	Unit Price	Quantity	Extended Price
1	Milk, Lowfat, 2% butterfat, gable end carton	½ pint		800/week	
2	Milk, Whole, 3.5% butterfat, plastic bottle	1 gallon		2-3/week	
3	Buttermilk, Lowfat, ½ gallon	½ gallon		2-3/week	
4	Cottage Cheese, 2% or less butterfat	5 lb. tub		3-4/week	

Indicate pricing scenario: _____ Grand Total Award Pricing Only _____ Line Item Award Pricing Only
_____ Pricing is the same for Grand Total Award or Line Item Award

Index Raw Milk Price _____ Date _____