

## County of Solano

General Services Department Central Services Division Purchasing Services

## INVITATION FOR BIDS FOR SHERIFF'S OFFICE ANIMAL CARE DIVISION

VARIOUS PET FOODS AND CAT LITTER IFB NO.: 87-0314-14

SUBMISSION DATE: APRIL 30, 2014, 3:00 PM, PST

DEADLINE FOR QUESTIONS/INQUIRIES: APRIL 4, 2014, 4:00 PM, PST

POST TO WEBSITE COUNTY'S RESPONSE TO QUESTIONS/INQUIRIES: APRIL 11, 2014, 5:00 PM, PST

## LATE BIDS WILL NOT BE ACCEPTED

SUBMIT IFB TO:	IFB COORDINATOR
Solano County General Services Department Central Services Purchasing Services 675 Texas Street Suite 2500 Fairfield, CA 94533	FRED CONNOR PHONE 707-784-6976 fconnor@solanocounty.com

This document is available electronically on the County's website at <a href="https://www.solanocounty.com">www.solanocounty.com</a>

Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above website. Include the application with your bid. Bidders are responsible for frequently checking the County's website for any changes or information relating to this IFB.

#### GENERAL SERVICES DEPARTMENT

MICHAEL J. LANGO DIRECTOR

KANON R. ARTICHE DEPUTY DIRECTOR



CENTRAL SERVICES

DIANNE E. LUNA, C.P.M. CENTRAL SERVICES MANAGER

March 17, 2014

#### COUNTY OF SOLANO INVITATION FOR BIDS (IFB) BID NO.: 87-0314 VARIOUS PET FOODS

Notice is hereby given that sealed bids will be received at the General Services Department, Purchasing Services Office, until April 30, 2014, 3:00 PM, Pacific Standard Time (PST), at which time they will be publicly opened in accordance with the County of Solano's specifications and contract documents.

Bids shall be delivered and addressed to the County of Solano, General Services Department, Purchasing Services Office, 675 Texas Street, Suite 2500, Fairfield, California 94533, and shall be labeled Various Pet Foods, IFB 87-0314-14, submission date April 30, 2014, 3:00 PM, PST.

Any bidder who wishes his/her bid to be considered is responsible for making certain that its bid is received in the Purchasing Services Office by the proper time. Only original hard copy bids will be accepted and considered for award. Bids received after the scheduled bid submittal deadline will be retained in the file unopened, or returned unopened at bidder's expense. Late bids will not be considered.

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Services Office before the bid submittal deadline. The receiving time in the Purchasing Services Office will be the governing time for acceptability of bids. The county encourages the use of a courier service (FedEx, UPS, etc.) to facilitate verification of delivery. Bids must bear original signatures and figures.

Respectfully yours,

FRED CONNOR, Senior Buyer IFB Coordinator

#### SECTION I.

#### **INSTRUCTIONS TO BIDDERS**

- 1. INFORMED BIDDERS. Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.
- <u>2. BID FORMS.</u> Bid must be submitted on pre-printed bid(s) form supplied by the Purchasing Services Office, which is included in this solicitation.
- <u>3. PRICES, NOTATIONS, AND MISTAKES.</u> All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.
- 4. OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the sole right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.
- <u>5. TERMS OF THE OFFER.</u> Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.
- <u>6. BIDDER AGREEMENT TO TERMS AND CONDITIONS.</u> Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- 7. CANCELLATION OF CONTRACT. The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.
- 8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to

IFB NO.: 87-0314-14

which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable, but shall not be an acceptable substitution for the requirement. The County reserves the sole and independent right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

- <u>9. COMPLIANCE WITH LAWS.</u> All bids shall comply with current federal, state, local and other laws relative thereto.
- 10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- <u>11. FORMATION OF CONTRACT.</u> Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.
- <u>12. LAWS GOVERNING CONTRACT.</u> This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- <u>13. NOMENCLATURES.</u> The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.
- 14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.
- <u>15. SEVERABILITY.</u> If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- <u>16. BID PREPARATION</u>. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.
- <u>17. PROMPT PAYMENT TERMS.</u> Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form. Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.

IFB NO.: 87-0314-14

- <u>18. TAXES-SALES.</u> California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).
- 19. <u>TAXES, FEDERAL EXCISE.</u> The County of Solano is exempt from federal excise tax.

#### 20. DEADLINE FOR BID SUBMITTALS

Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 3:00 p.m., Pacific Time.

**21.** Bids must be submitted on or before the submission date and time. Contractors shall respond to the IFB and any exhibits, attachments, or amendments. A contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

#### 22 BID SUBMITTAL

- 22.1. Bids must be submitted on preprinted forms supplied by the Purchasing Services Office. The County will not pay any costs associated with the preparation, submittal, or presentation of any bid. All bids must be in sealed envelopes, delivered to Purchasing Services Office addressed as indicated on the front page of this bid packet.
- 22.2. Envelopes not properly addressed, specifying bid number and opening date that cannot be positively identified, may be cause for rejection of your bid.
- 22.3. Contractors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall <u>not</u> substitute for actual receipt by the County. Late bids will not be accepted, nor shall additional time be granted to any potential contractor.
- 22.4. Bids shall be delivered in hard copy form only. Any other method (electronic, fax, etc.) shall be rejected by the County.

#### 23. BID AMENDMENT

The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.

#### 24. BID WITHDRAWAL

To withdraw a bid, contractor must submit a written request, signed by an authorized representative, to the Bid Coordinator prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the contractor may submit another at any time up to the deadline for submittals.

#### 25. BIDS FOR ADDITIONAL SERVICES

If a contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the contract before, or at any time during an agreed to contract period, at the sole discretion of the County.

IFB NO.: 87-0314-14

#### 26. BID ERRORS

Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents after the deadline for submitting bids.

#### 27. CONFLICT OF INTEREST

By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this IFB.

#### 28. NON-DISCRIMINATION

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.

#### 29. RIGHT TO REFUSE PERSONNEL

Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at Contractor's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

#### 30. LICENSURE

The contractor must hold all necessary and applicable insurance, as well as all business and professional licenses. The County may require any or all contractors to submit evidence of proper documents.

#### 31. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

#### 32. CONTRACT AWARD

The awarded bidder(s) will be issued a purchase order(s) by the County for the duration of each contract year.

IFB NO.: 87-0314-14

#### 33. CONTRACT MONITORING

The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

#### 34. CONTRACT AMENDMENT

If during the course of this contract, additions to and/or deletions from services provided are required as a result of changes to any statute, bylaw or regulation, the County shall notify the contractor. Added work shall be within the general scope of this IFB. In such instances, the County shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor's bid. If the County and the Contractor reach an agreement regarding work services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor, and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

#### 35. LOCAL VENDOR PREFERENCE:

35.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

#### 35.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

#### 35.3. Preference

 Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice

IFB NO.: 87-0314-14

shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.

- Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.
- No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

#### 35.4 Declaration of Compliance

In submitting a bid subject to this section, a local business shall affirm its compliance with subsection 9.6.3.1 on a form to be provided by the purchasing agent (Declaration form included in this bid).

#### 35.5 Notice

The purchasing agent shall provide adequate notice of the provisions of this section to prospective bidders.

#### 35.6 Exceptions

The exceptions provided for in section 2.11 shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

IFB NO.: 87-0314-14

#### **SECTION II**

#### 1.0. STATEMENT OF PURPOSE

- A. The purpose of this Invitation for Bids (IFB) is to define the County's minimum requirements and gain adequate information by which the County may evaluate services offered by contractors or vendors. As used herein, the term contractor or vendor shall mean the contractor, its employees, or agents.
- B. The County of Solano is soliciting sealed bids to establish firm/fixed price contract(s) with one or more qualified firm(s) to provide various types of pet foods and cat litter to the County's Sheriff's Office, Animal Care Division. Other County departments or agencies throughout the County shall be eligible to participate in any resulting contract(s). All goods shall be provided in accordance with the specifications contained herein and/or attached hereto. The Solano County Central Services Division, Purchasing Services Office, hereinafter referred to as the County, on behalf of the Solano County departments, agencies or offices, issues this solicitation.
- C. The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination (split bid) if deemed will be in the best interest of the County. The award may not necessarily be to the lowest vendor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the County and fulfill all contract requirements.

Moreover, the County reserves the sole and independent right to award all bid items to more than one vendor (multiple award contracts), if deemed in the best interest of the County. If and where multiple award contracts are made, County department/agencies may purchase goods from one or more of awarded vendors.

- D. Any and all questions, comments or inquiries (hereinafter referred to questions) shall be submitted in writing by no later than April 4, 2014. The County's response to all questions will be posted on the County website (www.solanocounty.com) by no later than April 11, 2014, 5:00 PM, PST. If there is a delay in posting the County response to questions by this date an extension of the bid submission date will change accordingly. Email or fax all inquiries to the IFB coordinator
- E. Services and/or commodities to be rendered as specified within guidelines as provided by this IFB in its entirety. This IFB, details deliverables and terms and conditions as required by the County.

#### 2.0. CONTRACT DURATION

Contract shall be from July 1, 2014 to June 30, 2015. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that the County notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract or annual Purchase Order. The contract prices may be negotiated annually. Any price increases and or program modifications shall be agreed upon in writing a minimum of sixty (60) days prior to the start of any renewal period. A new/revised fee schedule, and/or program changes must be approved, in writing, by the County before the new fees may be put into effect.

IFB NO.: 87-0314-14

#### Section III:

#### 3.0. SCOPE OF WORK

- 3.1. The contractor shall furnish all resources required to provide pet foods and cat litter as specified herein. The County reserves the right to add or delete related item requirements during the term of the contract. Prices for items added to the contract will be given the same discount originally given to other contract items. Additionally, County agencies may select other items from vendor's catalog (hard copy or electronic, or website) at a specified discount (see bid sheets) from the vendor's published catalog price.
- 3.1.1. The contractor shall demonstrate the ability to provide reliable, prompt, professional service to each County department, agency or office. This may require assignment of a representative(s) for the County's departments.
- 3.1.2. The County reserves the right to require a contractor representative to visit each County department to provide technical and contract management assistance, product support, field support service, and maintain current catalogs availability.
- 3.2. Estimated Quantities: The quantities specified on the Bid Form/Pricing Schedule are provided for bidders information purposes only and do not represent actual volume, which may or may not be experienced. The contractor shall be required to fill all orders regardless of the original estimated quantities shown on the Bid Form/Pricing Schedule. The County will not consider any bids, which stipulate a guarantee to order a specific quantity of any item.
- 3.3. Deviations from Product Specifications:
- 3.3.1. Use of Brand Names: Unless otherwise specified in this solicitation, the reference of a certain brand name(s) and/or product number(s) does not restrict bidders to that specific brand name(s) and/or product number(s), but conveys the general style, type, source, and quality of the item desired. If there is any deviation in pack, source, quality, etc. of the bid item from that is indicated in the specification, bidders shall indicate on the appropriate line on the Bid Form/Pricing Schedule and clearly state the proposed substitution and deviation. Bidders may be required to submit a sample so the County can determine if the substitution is of equal quality.
- 3.3.2. Packaging: Standard size packaging of dog food should be 40-pound bag, and cat, puppy and kitten packaging size should be 20-pound bag. Standard size packaging for cat litter should be 50-pound bag. However, the County may choose various packaging options per (5, 10, 20, 40 pounds, etc.) per order anytime during the contract period.
- 3.3.3. Samples: The County reserves the right to require a bidder to furnish samples of any item within 5 calendar days after the request is made. The samples must be furnished free of charge, be clearly marked "Sample" with the Invitation for Bid number, bid item number, bidder's name and address and delivered to the Purchasing Services Office. Samples will be evaluated to determine compliance with all major characteristics of the article indicated. Failure of samples to conform to all such characteristics may be cause for

IFB NO.: 87-0314-14

rejection of the Bid. Failure to submit the requested samples may eliminate the bidder from further consideration for award. Samples will not be returned to bidder.

#### 3.4. Ordering Procedures:

- 3.4.1. The Purchasing Services Office will issue blanket purchase order(s) to the awarded vendor(s) on behalf of each County department. Each purchase order will specify the requirements for that department.
- 3.4.2. County departments will place orders with vendor(s) as needed by fax, email or a mutually agreed method. Vendor will invoice each department/agency separately. The County will not be responsible for invoices sent to incorrect departments by vendor. Vendor shall annotate the purchase order number on the delivery packing slip and invoice for each order.
- 3.5. Product Substitution: The contractor shall contact each County department in the event that the distributor does not have an ordered product. Substitutions are at the discretion of the departments and must be an approved product of equal or greater quality. The contractor shall extend the bid price for substituted items. If an item is not available through the contractor, the County reserves the right to contact an alternate supplier. The contractor shall only carry backorders for a period not to exceed ten (10) calendar days.
- 3.6. Damaged/Sub-Standard Quality: Any product that is not up to standard as specified herein or damaged will not be accepted by the County. The vendor shall replace these products within seven (7) calendar days from date of notification by the County. The vendor shall be responsible for the pick-up of defective products at no expense to the County. Any defective product not picked-up after 10-business days after notification by the County is subject to disposal by the County without any compensation to vendor by the County.
- 3.7. Shortage/Credit Procedures: The Contractor shall issue credit for shortages and/or damaged or sub-standard product against each invoice pertaining to the affected product.
- 3.8. Delivery: The contractor shall make deliveries within 5-7 business days after receipt of order from County departments. Vendor's bid price shall include delivery/shipping cost FOB each order. Delivery is to be made to the County by common transportation carrier, by vendor's equipment or by other means so as to effect prompt delivery. Due care shall be exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be vendor responsibility. The County shall reject such deliveries.

IFB NO.: 87-0314-14

#### 3.9. Pricing

3.10.1. All prices shall be F.O.B. Destination and shall include all charges that may be incurred in fulfilling the terms and conditions of the resulting contract. Prices shall remain firm (fixed) for the term of the contract, except as stated in Section 2.0, Contract Duration.

#### 3.10. Contract Administration

- 3.10.1. The successful administration of this contract will require coordination with the Contract Administrator. The Purchasing Services Office's IFB Coordinator is designated as the Contract Administrator. He will be the corresponding interpreter of the conditions of the contract and the judge of its performance. The County will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions deferred to them from the County departments in connection with the contract performance. Any modifications made must be authorized by the contract Administrator and issued as a written amendment to the Contract.
- 3.10.2. Contract Period: See section 2, paragraph 2.
- 3.11. Technical Assistance: The County may require visits at each site to provide technical and contract management assistance, product support, field support service, and maintain current catalogs availability.

#### 3.12. Evaluation and Award

3.12.1. The County reserves the right to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part (split bid) to more than one vendor (multiple awards-see section II, paragraph 1.2), whichever is deemed in the best interest of the County.

The County will evaluate and award to the lowest responsive and responsible bidder or bidders as applicable unless the County determines, in its sole discretion, to be in the best interest, to reduce the number of awards(s) to the/those responsive and responsible Bidder(s) having a substantial number of items determined to be lowest in price (vendor reduction).

3.12.3. To facilitate the evaluation process bidders are to include, with their bid, item's brand name, product number, specification, and literature.

#### 3.13. Method of Ordering

3.13.1. The Contractor shall accept County purchase orders as the approved method of ordering. Each County's department blanket order may cite a specific period of time, specific product(s) and will indicate department personnel allowed to make releases against the purchase order and/or contacted with any and all correspondence or questions regarding that purchase order.

IFB NO.: 87-0314-14

#### 3.14 Method of Invoicing/Payment

- 3.14.1. Invoicing: The contractor shall submit separate invoices/credits for each County department/agency. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The contractor shall provide the following on each invoice/credit:
  - a. County department, agency, or office name and account number
  - b. Purchase order number
  - Description and unit price for each item and total cost per line item and grand total of each invoice
- 3.15 Payment: The contractor shall be paid in accordance with invoice(s) submitted. Invoices shall be submitted to the Bill-to address as specified on the County's purchase order. County will make payment within 30-45 days of receipt of accurate and complete invoice.
- 4.0 <u>SPECIFICATIONS</u>: The minimum specifications for dog/cat food are listed below. Solano County, in its sole opinion, will determine whether a product offered meets the minimum specifications, and is acceptable to the County. The County's decision shall be final.

Minimum product specifications are as follows:

#### 4.1 Dog Food Specifications:

## **Guaranteed Analysis:**

- a. Crude Protein (min.) 21.5%
- b. Crude Fat (min.) 13.0%
- c. Crude Fiber (max) -3.0%
- d. Moisture (max) 10.0%
- e. Calcium Guarantee (min 0.5%)
- f . Phosphorus 0.4% min
- g. Phosphorus (max) 0.08%
- h. Selenium (min.) 0.475mg/kg (remove)
- i. Vitamin E (min.) 400 IU/kg
- j. Vitamin C (min) 85 Mg/kg
- k. Omega 3 Fatty Acids (min) 0.3%
- I. Omega 6 Fatty Acids (min) 2.7%
- m. Taurine (min) 0.04%

#### Ingredients:

Whole Grain Corn, Chicken By product Meal, Soybean Meal, Animal Fat (preserved with mixed tocopherols and citric acid), Chicken Liver Flavor, lactic Acid, Soybean Oil, Flaxseed, Iodized Salt, Choline Chloride, vitamin E Supplement, vitaminhs (L-ascorbyl-2-Polyphosphate (source of vitamin C), Vitamin E Supplement, Niacin, Thiamine Mononitrate, Vitamin A Supplement, Calcium Pantothenate, Biotin, Vitamin B12

IFB NO.: 87-0314-14

Supplement, Pyridoxine Hydrochloride, Riboflavin, Folic Acid, (Vitamin D3 Supplement), Calcium Carbonate, minerals (ferrous Sulfate), Zinc Oxide, Copper Sulfate, Manganous Oxide, Calcium Iodate, Sodium Selenite, Taurine, preserved with mixed Tocopherols and Citric Acid, Phosphoric Acid, Beta-Carotene, Rosemary Extract.

#### 4.2 Cat Food Specifications:

#### Guaranteed Analysis:

- a. Crude Protein (min.) 30.0%
- b. Crude Fat (min.) 19.0%
- c. Crude Fiber (max) 2.0%
- d. Moisture (max) 9.5%
- e. Ash (max) 6.0%
- f. Calcium Guarantee (min 0.6%)
- g. Phosphorus (min) 0.5% / (max) 1.0%
- h. Magnesium (max) 0.095%
- i. Vitamin E (min.) 525 IU/kg
- j. Taurine (min) 0.10%
- k. Omega 3 Fatty Acids (min) 0.15%(remove)
- I. Ascorbic Acid (Vitamin C) Min. 85mg/kg

#### Ingredients:

Chicken By-Product Meal, Whole Grain Corn, Brewers Rice, Corn Gluten Meal, Animal Fat (preserved with Mixed Tocopherols and Citric Acid) Chicken Liver Flavor, Lactic Acid, Choline Chloride, Potassium Chloride, Calcium Sulfate, DL-Methionine, Vitamin E Supplement, Iodized Salt, vitamins (L-Ascorbyl-2-Polyphosphate (source of vitamin C) Vitamin E Supplement, Niacin, Thiamine Mononitrate, Vitamin A Supplement, Calcium Pantothenate, Riboflavin, Biotin, Vitamin B12 Supplement, Pyridoxine Hydrochloride, Folic Acid, Vitamin D3 Supplement, Taurine, minerals (ferrous Sulfate, Zinc Oxide, Copper Sulfate, Manganous Oxide, Calcium Iodate, Sodium Selenite, preserved with mixed tocopherols and citric acid, phosphoric acid, beta-carotene, rosemary extract.

#### 4.3 Puppy Food Specifications

- a. Crude Protein Min 27.5%
- b. Crude Fat Min 16.0%
- c. Crude Fiber Max 3.0%
- d. Moisture Max 10.0%
- e. Calcium Min 1.0%
- f. Phosphorous Min 0.75%
- g. Vitamin E Min 425 IU/KG
- h. Ascorbic Acid (Vitamin C) Min 95mg/kg
- i. Total Omega 3 Fatty Acids Min 0.5%

IFB NO.: 87-0314-14

#### Ingredients:

Chicken Meal, Cracked Pearled Barley, Whole Grain Wheat, Pork Meal, Whole Grain Corn, Whole Grain Sorghum, Corn Gluten Meal, Pork Fat, Chicken Liver Flavor, Dried Beet Pulp, Fish Oil, Lactic Acid, Flaxseed, Pork liver flavor, Soybean Oil, Dicalcium Phosphate, Iodized Salt, Potassium Chloride, L-lysine, Choline Chloride, vitamins (Vitamin E Supplement, L-ascorbyl-2-polyphosphate) (source of Vitamin C), Niacin Supplement, Thiamine Mononitrate, Vitamin A Supplement, Calcium Pantothenate, Biotin, Vitamin B12 Supplement, Pyridoxine Hydrochloride, Riboflavin Supplement, Folic Acid, Vitamin D3 supplement, minerals (ferrous sulfate, Zinc oxide, copper sulfate, Manganous Oxide, Calcium Oxide, Calcium Iodate, Sodium Selenite) Taurine, Oat Fiber, Mixed Tocopherols for freshness, Phosphoric Acid, BetaCarotine, natural flavors, Dried Apples, Dried Broccoli, Dried Carrots, Dried Cranberries, Dried Peas.

#### 4.4 Kitten Food Specifications

- a. Crude Protein Min 33.0%
- b. Crude Fat Min 22.0%
- c. Crude Fiber Max 3.5%
- d. Moisture Max 8.0%
- e. Vitamin E Min 525 IU/kg
- f. Taurine Min 0.2%
- g. Ascorbic Acid (Vitamin C) Min 85mg/kg

#### Ingredients:

Chicken, Whole grain Wheat, Corn, Gluten Meal, Pork Fat, Wheat Gluten, Chicken Liver Flavor, Dried Beet Pulp, Fish Oil, Lactic Acid, Potassium Chloride, Calcium Carbonate, L-Lysine, Calcium Sulfate, Dicalcium phosphate, Taurine, Choline Chloride, Iodized Salt, Vitamins (vitamin E supplement), L-Ascorbyl-2-Polyphosphate (source of Vitamin C) Niacin Supplement, Thiamin Mononitrate, Vitamin A Supplement, Calcium Pantothenate, Riboflavin Supplement, Biotin, Vitamin B12 Supplement, Pyridoxine Hydrochloride, Folic Acid, Vitamin D3 Supplement, minerals (Ferrous Sulfate, Zinc Oxide, Copper Sulfate, Manganous Oxide, Calcium Iodate, Sodium Selenite), DL-Methionine, L-tryptophan, Oat Fiber, Magnesium Oxide, Mixed Tocopherols for freshness, Phosphoric Acid, beta-carotene, natural Flavors, Dried Apples, Dried Carrots, Dried Broccoli, Dried Cranberries, Dried Peas

#### 4.5. Cat Litter Specifications

- a. Clay, non-clumping formula, dust-free, with deodorizer such as baking soda
- b. Clay, clumping formula, dust-free, with deodorizer such as baking soda
- 4.6. Vendor to include complete food analysis and literature for each type of pet food. Failure to comply with this provision may result in bid disqualification.

IFB NO.: 87-0314-14

# CUSTOMER REFERENCE STATEMENT IFB Number: 87-0314-14

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last three (3) years:

Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Type of Service:	
Dates(s) when service provided	
I hereby certify I have performed the work	listed above.

**RETURN WITH BID** 

IFB NO.: 87-0314-14

TO BE OPENED: APRIL 30, 2014, 3:00 PM, PST

Name and Signature of Bidder's Authorized Representative

IFB Number: 87-0314-14

NON-COLLUSION DECLARATION PURSUANT	TO PUBLIC CONTRACT C	ODE SEC. 7106
The undersigned declares: I am theparty making the foregoing bid.	of	, the
The bid is not made in the interest of, of partnership, company, association, organizate not collusive or sham. The bidder has not did other bidder to put in a false or sham bid. colluded, conspired, connived, or agreed wisham bid, or to refrain from bidding. The bindirectly, sought by agreement, communicate bid price of the bidder or any other bidder, or of the bid price, or of that of any other bidder true. The bidder has not, directly or indirect breakdown thereof, or the contents thereof thereto, to any corporation, partnership, depository, or to any member or agent thereof has not paid, and will not pay, any person or of the contents.	ion, or corporation. The breedly or indirectly induced the bidder has not directly induced the any bidder or anyone bidder has not in any mation, or conference with to fix any overhead, profer. All statements containedly, submitted his or here, or divulged information company association, of to effectuate a collusive entity for such purpose.	bid is genuine and ad or solicited any rectly or indirectly e else to put in a anner, directly or anyone to fix the it, or cost element ned in the bid are bid price or anyon or data relative organization, bid or sham bid, and
Any person executing this declaration on partnership, joint venture, limited liability countries entity, hereby represents that he or execute, this declaration on behalf of the bidden	mpany, limited liability pa she has full power to e	artnership, or any
I declare under penalty of perjury under the foregoing is true and correct and that this declare), (city)	claration is executed on	
Company NameBidder's Name and Signature		

**RETURN WITH BID** 

IFB NO.: 87-0314-14

## SIGNATURE PAGE IFB Number: 87-0314-14

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

FIRM/COMPANY:		
ADDRESS:		
CITY:		
STATE:		
TELEPHONE NUMBER	FAX NUMBER	
POINT OF CONTACT EMAIL ADDRESS		
COMPANY WEBSITE URL		
PRINT NAME		
BY:SIGNATURE		<u> </u>

#### **RETURN WITH BID**

IFB NO.: 87-0314-14

#### **CERTIFICATION OF COMPLIANCE**

#### IFB NO. 87-0314-14

#### **Company Name**

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the County of Solano; http://www.solanocounty.com/countycode.asp
- b) Title VI of the federal Civil Rights Act of 1964; http://www.usdoj.gov/crt/cor/coord/titlevi.htm
- Title IX of the federal Education Amendments Act of 1972; http://www.usdoj.gov/crt/cor/coord/titleix.htm
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; <a href="http://www.usdoj.gov/jmd/ps/4-1.html">http://www.usdoj.gov/jmd/ps/4-1.html</a>
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; <a href="http://www.ada.gov/pubs/ada.htm">http://www.ada.gov/pubs/ada.htm</a>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Company Name		
Ridder's Name and Signature	Date	

#### **RETURN WITH BID**

IFB NO.: 87-0314-14

## RESERVATIONS IFB Number: 87-0314-14

#### County of Solano Hereby Reserves the Following Rights:

The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County not necessarily to the lowest contractor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.

Contractors must quote on each item separately. Prices must be stated in units as specified.

All pricing to be quoted in accordance with terms, conditions and specifications as contained in Bid No. 87-0314-14.

#### Right of Rejection

The County reserves the right, at its sole discretion, to reject any and all bids, or to cancel this IFB in part or in its entirety.

The County reserves the right, at its sole discretion, to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the unilateral right to amend this IFB at any time. The County also reserves the right to cancel or reissue the IFB at its sole discretion.

Any bid received which does not meet the requirements of this IFB, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this IFB.

To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all proposals considered not to be in the best interest of the County.

To waive any and all minor irregularities in bids.

Company Name

To reduce or increase any specification, in whole or in part due to budget constraints.

Contractor Signature Date

Print Name\_\_\_\_\_

**RETURN WITH BID** 

IFB NO.: 87-0314-14

#### GENERAL SERVICES DEPARTMENT

MICHAEL J. LANGO DIRECTOR

KANON R. ARTICHE DEPUTY DIRECTOR



#### CENTRAL SERVICES

DIANNE E. LUNA, C.P.M. CENTRAL SERVICES MANAGER

#### **DECLARATION OF LOCAL BUSINESS**

Solano County gives local businesses a preference in formal solicitations of goods and services as set forth in 9.6.3 of the County's Purchasing and Contracting Policy Manual and Section 22-24 of the Solano County Code.

In order to qualify for this preference, a business must meet all of the following criteria:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business 9.6.3 of the County's Purchasing and Contracting Policy Manual and Section 22-24 of the Solano County Code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1.	Legal name of business:			
2.	Physical address of principal place of buenployee:	usiness or satellite	office with at least	one
		_		
3.	Please provide a copy of your business lice incorporated city within the County:	nse issued by Coun	ty of Solano, or	
	License Number:	Issued by:		
Autho	orized Signature:		_ Date:	
Printe	ed Name & Title:RETURN WI			

IFB NO.: 87-0314-14

### **IMPORTANT NOTICE**

# BID DOCUMENTS TO BE RETURNED IFB NO.: 87-0314-14

The following forms/sheets must be completed and submitted on or before the Submittal Deadline. Please indicate compliance below:

ITEM	DOCUMENTS TO BE RETURNED WITH BID	INCLUDED IN BID: Y=YES N=NO	IF NO, EXPLAIN
1.	CERTIFICATE OF COMPLIANCE FORM		
2.	CUSTOMER REFERENCES SHEET		
3.	NON-COLLUSION AFFIDAVIT		
4.	SIGNATURE PAGE		
5.	COUNTY RESERVATIONS		
6.	ALL BID SHEETS/FORMS		
7.	AMENDMENT ACKNOWLEDGEMENT WHEN APPLICABLE		
8.	LOCAL VENDOR DECLARATION, IF APPLICABLE		
9.	All OTHERS AS REQUIRED BY IFB		
10	ACKNOWLEDGEMENT: VENDOR HAS READ THE IFB IN ITS ENTIRETY AND UNDERSTANDS ALL REQUIREMENTS,	NAME	
	TERMS, AND CONDITIONS.	SIGN	

Failure to complete, sign (where required), and return the above bid documents with your bid may render it non-responsive and may be rejected by the County.

ACKNOWLEDGEMENT	
COMPANY NAME	
PRINT NAME	
SIGN NAME	
	RETURN WITH BID

IFB NO.: 87-0314-14

FORM 11904

ITEM

DATE:

QTY

SUBMIT BID TO:

COUNTY OF SOLANO **PURCHASING SERVICES 675 TEXAS STREET SUITE 2500** FAIRFIELD, CA 94533-5801

## **COUNTY OF SOLANO INVITATION FOR BIDS** THIS IS NOT AN ORDER

## **BID SHEET RETURN WITH YOUR BID**

UNIT

DATE:

#### **MARCH 14, 2014**

IF FURTHER INFORMATION IS NEEDED CALL (707) 784-6320. THIS QUOTATION MUST BE DELIVERED TO THE COUNTY PURCHASING DIV. BEFORE 3 P.M.

**APRIL 30, 2014** 

BID NO.

QUOTE ON EACH ITEM SEPARATELY. PRICES SHOULD BE STATED

87-0314-13

TYPE FIRM NAME AND ADDRESS HERE

UNIT

PRICE (PER

EXTENDED PRICE

**BRAND NAME** 

AND

VENDOR, RETAIN A COPY FOR YOUR FILES

NO.	QTY	UNIT	IN UNITS S	SPECIFIED IN IFB.	AND PART NUMBER	PRICE (PER POUND)	(TOTAL COST)
1	25,000	LB	DOG FOOD AS SPECIFIED IN I	FB			
2	7,500	LB	CAT FOOD AS SPECIFIED IN II	-B			
3	5,000	LB	KITTEN FOOD AS SPECIFIED	N IFB			
4	3,000	LB	PUPPY FOOD AS SPECIFIED I	N IFB			
5	75,000	LB	CAT LITTER, AS SPECIFIED IN	IFB			
			IMPORT	ANT NOTICES AND REQUIREMENT	S		
			ATED ABOVE ARE THE COUNT PURCHASED BY THE COUNTY.	Y'S BEST ESTIMATE OF ANNUAL US	SAGE. NO AMOUN	NT OF PRODUC	TS ARE IMPLIED
				OMPLETE AND DETAILED SPECIFIC RESULT IN BID DISQUALIFICATION.		CH ITEM, INCLU	IDING FOOD
3. BID F	PRICE TO II	NCLUDE	ALL SHIPPING, HANDLING, FUI	EL SURCHARGE AND ALL OTHER CI	HARGES THAT A	PPLY.	
ARE DU LATER 5. PER	JE TO THE THAN APR CENTAGE-0	COUNTY IL 11, 20 <sup>-</sup> OFF ON		FOR SIMILAR/OTHER PET			
	T	1	T		PERCENT-OFF_		
FOR		SHERIF	F'S OFFICE	DELIVERY REQUIRED	SUB	IECT TO CASH DIS	SCOUNT
DELIVE TO:	ERY	2510 CL	CARE DIVISION AYBANK RD ELD CA94533	5-7 DAYS ARO EACH ORDER	OF% INDAYS PRICES ARE F.O.B. DELIVERED		
T⊦			ERS AND AGREES TO FURNISH THE D SUBJECT TO THE INSTRUCTIONS A				
FIRM				COMPLETE DELIVERY WILL BE MADE AS REQUIRED, UNLESS OTHERWISE NOTED ABOVE ON CERTAIN ITEMS, OR BELOW			
ADDRESS				ON ALL ITEMS.			
BY (PR	INT NAME)						
	SIGNATURE			DELIVERY _	DAYS	FROM ORDER	
PHONE	/ FAX / EM	AIL					