



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

INVITATION TO BID #3463-09 DOG AND CAT FOOD

May 8, 2009

The County of San Luis Obispo is currently soliciting bids for Dog and Cat Food for County Animal Services Department as noted.

Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of San Luis Obispo reserves the right to reject all bids and to waive any informalities.

Please submit your bids on the attached form, in the pink envelope. They must be received in the office of the Central Services Manager no later than 3:00 pm on May 26, 2009.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening. Please call Barbara Adams (805) 781-5906.

BARBARA ADAMS
Buyer – General Services Agency
beadams@co.slo.ca.us

TO ALL PROSPECTIVE BIDDERS

The County of San Luis Obispo has established a local vendor preference. All informal and formal bids for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids considering the local vendor preference described above. The burden of proof will lie with bidders relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can furnish the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING CHLOROFLUOROCARBONS (CFC's)

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL BIDDERS CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Seller to Purchaser should be submitted upon the attached bidder's form, completed and signed, (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein. Each bid shall be in a separate sealed envelope with the bid number, name of bidder, title of the bid, date and time due showing on the outside of the envelope.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. If you offer any prompt payment discounts, please indicate this on your bid.
5. Awards will be made to realize the greatest savings to the County.
6. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. All applicable City, State, and Federal taxes and fees are to be included in the proposal.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per vendor.
12. Bidders may withdraw their bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence and must be complied with. Any bids received after closing time stipulated will be returned unopened.

14. All bids must be submitted in a manner so they can be readily hole punched and placed in a standard legal size file folder.
15. The County may make partial payments after a substantial portion of the merchandise has been delivered. On all items, a 10% retention will be withheld until all merchandise has been accepted.
16. Brand names are used to establish a level of quality only. **Equivalents may be offered, but will require samples and test period. Any alternates must be approved five (5) days prior to the bid opening date** by the Central Services Manager who will have the sole right to determine this. If an alternate is submitted without going through the above described process, the County will have the sole right to decide whether or not an alternate is acceptable. **Alternate packs will be considered but offers which contain less weight, fewer towels, fewer tissues, or lower quality will be evaluated accordingly. Lowest case price will not necessarily be the lowest bidder.**
17. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
18. **NO FAXED** Bids will be accepted.
19. Return bid by May 26, 2009 at 3:00 p.m. to:

COUNTY OF SAN LUIS OBISPO
BARBARA ADAMS, BUYER
GENERAL SERVICES AGENCY
1087 SANTA ROSA STREET
SAN LUIS OBISPO, CALIFORNIA 93408

SPECIFICATIONS

1. **SCOPE:** This specification is intended to describe **purchases for Dog and Cat Food** for the Animal Services Department of the County of San Luis Obispo for the period of approximately June 1, 2009 through June 30, 2010. **County and Contractor may extend the term of this contract for four (4) additional (1) year terms upon mutual written consent.** The quantities listed are not exact quantities but will be ordered several times per year on an as needed basis.
2. **SAMPLES:** Samples of products bid may be required for evaluation by the County. All samples will be considered as furnished free to the County and will not be returned or paid for. The County will have the sole right to determine if the products offered are acceptable. Samples, if requested, must be provided within seven (7) working days of request. Failure to furnish samples within the stated time may be considered as cause for rejection of the bid.
3. **F.O.B. DESTINATION:** Quotations are to be **F.O.B. Destination** and shall include delivery to County Animal Services Department, 885 Oklahoma Ave., San Luis Obispo, CA 93401.
4. **QUANTITIES:** The estimated usage of each item is based on the experience of the past 12 month period or are estimated requirements for one year. **No guarantee of usage is given.** Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County.

BID ONLY ONE PRODUCT FOR EACH LINE ITEM.

Where packaging is different than that specified, show the correct packaging size and change the quantity column on that item so as to equalize your bid to the amount requested.

5. **AWARD:** It is the County's intent to award on an overall basis to one bidder. However, award may be made to one, or more than one bidder, whichever method allows the greater savings to the County. Award will be made on the basis of price, services, delivery, and product acceptance, along with other factors (See also General Bidders Conditions and Instructions.)
6. **CONTRACT EXTENSION:** Prices, terms, and conditions of the contract may be extended to other local government agencies when approved by the General Services Agency Manager. These Agencies will issue their own purchase order(s) and be billed directly by Contractor.
7. **TERM:** The term of this contract shall commence on approximately **June 1, 2009** and shall continue through **June 30, 2010.** **County and Contractor may extend the term of this contract for four (4) additional (1) year terms upon mutual written consent.** Either party may cancel this agreement on thirty (30) days written notice. Due cause for termination by the County shall be, but not limited to, failure to deliver within a reasonable time period, failure of the product(s) to meet specifications and/or reasons of unsatisfactory service.

8. **PRICING: Prices offered shall be firm** for the contract period beginning approximately **June 1, 2009** and ending **June 30, 2010**.

A price increase may be allowed for each option period as the result of:

- 1) Manufacturer or Supplier price increases in the product(s) offered;
- 2) Governmental or regulatory agency increases to the trade;
- 3) National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.

Any request for price increase after June 30, 2010, if allowed, must be substantiated with documentation from the vendor, a manufacturer, supplier, or government agency and be submitted in writing to the County General Services Agency Manager at least thirty (30) days prior to the effective date of the increase. Such changes shall be subject to acceptance by the County Central Services Manager at that time. The County reserves the right to accept those prices, or to give thirty (30) days notice and rebid. Overall increases of greater than 3% from prior year prices will not normally be allowed.

Specify the percent discount from your retail price that you will allow the County on all items not specified on this bid. This percent discount shall be firm, not subject to change, for the life of the contract, including any optional terms, for all items.

BID PERCENT DISCOUNT _____% FROM RETAIL PRICE.

On award or for evaluation, the county may require a confidential comprehensive list of unlisted standard retail prices noted above.

9. **NONEXCLUSIVITY:** The provisions of this contract shall in no way prohibit the County from making incidental purchases from other supplier(s) for the same commodities herein listed. The County also reserves the right to bid and purchase from another supplier when it is in the best interests of the County.
10. **LITERATURE:** On request Bidders shall submit literature which fully describes products, content, and point of food production for items on which they are bidding. Any and all literature submitted must be stamped with Vendor's name and address.
11. **STATEMENT(S):** Contractor shall submit statement(s) at the end of each calendar month for deliveries made during that month, with copies of invoices for that month. Copies of signed extended invoices shall be left for every delivery.
12. **REPORTS(S), PRODUCTS AND USAGES:** Within thirty (30) calendar days of notification by the County, contractor shall provide to the County General Services Agency Manager a products and usages report(s) for all items sold by the Contractor to the County for the prior twelve (12) month period. Report(s) shall be sorted by sales dollars and shall include product code numbers, brand names and descriptions, pack and sizes, total quantities provided, unit pricing and total dollar amount spent for each line item.

13. **TERMINATION FOR NON-APPROPRIATIONS:** The County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, the County may terminate this agreement with respect to not less than the entire term effective as of the end of any of its succeeding fiscal periods by giving sixty (60) days prior written notice of the termination and establishing a termination date.

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (1.) not terminate this agreement under this provision if any funds are appropriated to perform the services of this agreement (except as specified in "Term" Section of Specifications) and (2.) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.

14. **DELIVERIES (FREQUENCY):** Frequency of delivery will be determined by the needs of the using department(s) or agency(ies) and **will be interspersed and periodic during the contract term and as such will not be subject to delivery of the total estimated requirements at any one time.**
15. **DELIVERIES (HANDLING):** Due care shall be exercised in packing, handling, and shipping to assure arrival of material at its final destination(s) 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 the responsibility of the vendor.
16. **REJECTIONS OF DELIVERIES:** Materials must meet specifications. Rejected deliveries shall be removed by the vendor within three (3) calendar days from notification at his/her expense. The County will not be responsible, nor pay for rejected products. **Packages of materials shall arrive at delivery address firmly packed in case boxes.** In the event that cases of materials are discovered, when opened, to have loose materials that are not contained in their packages (i.e. loose towels etc.), vendor shall be responsible, at his/her expense, to remove case(s) containing loose materials and replace with cases of materials acceptable to the County.
17. **COUNTY MAY NEGOTIATE FOR ADDITIONAL ITEMS/SERVICES:** Items in quotation schedule make up the bulk of required items and/or services. It is anticipated that additional items and/or services may be required. The County therefore reserves the right to negotiate items and/or services with successful bidder.

Item	Estimated Annual Qty	Description	Unit Cost	Extended Cost
1	300 Bags	Dog Food, 50# Bag Minimum Protein content, 24% Brand and Product name bidding _____	\$	\$
2	300 Bags	Cat Food, 20# Bag Minimum Protein content, 32% Brand and Product name bidding _____	\$	\$
3	3200 Cans	Dog Food, 13 Oz. Minimum Protein content, 9% Brand and Product name bidding _____	\$	\$
4	2500 Cans	Cat Food, 13 Oz. Minimum Protein content, 11% Brand and Product name bidding _____	\$	\$
Subtotal				\$
8.25% CA. Sales Tax				\$
Total				\$

Prompt Payment Discount: _____

Specify on the line below the day or days (e.g. Monday, Tuesday, Wednesday, Thursday, Friday, etc.) that your firm would make deliveries to County location:

The name of our local representative is: _____

Telephone: _____ FAX: _____

Terms of Sale _____

Official Title (Print) _____

Authorized Official Name (Print) _____

Signature _____ Date _____

Firm Name _____

Address _____

City _____

Telephone _____ FAX: _____

**BIDS MUST BE RECEIVED BY 3:00 PM, MAY 26, 2009 AND
WILL BE OPENED IN THE OFFICE OF THE GENERAL SERVICES AGENCY
Bid # 3463-09**

Accepted as to items numbered _____

Date _____ Order(s) No. _____