

# **The School District of Osceola County, Florida**

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

## **DECEMBER 15, 2006 CALL FOR BID BID #SDOC-07-049 -LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **CULINARY ARTS MISCELLANEOUS FOODS** the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM** on **January 17, 2007**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

### **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a public Entity for the construction or repair of a public building or public works, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

### **APPLICABLE LAW**

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

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INVITATION TO BID

BID #SDOC 07-049-LC

**PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT IF YOUR COMPANY IS AWARDED THE BID.**

NAME OF BID: CULINARY ARTS MISCELLANEOUS FOODS

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (Area Code) \_\_\_\_\_ FAX: (Area Code) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**REQUIRED BID SUBMITTAL CHECKLIST:**

**Please be sure you have completed and enclosed this page along with the required documents listed below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.**

Drug Free Workplace Certification

Insurance Documentation as specified in Bid

Debarment

Additional Submittals specific to this bid may also be required. See Bid for details.

**DUE TO THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.**

**FC-220-120  
(Rev. 6/99)**

DRUG FREE WORKPLACE  
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

ne(pr237p)

**STATEMENT OF NO BID**

The School District of Osceola County, Florida  
Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida 34744-4495

**Attn: Linda L. Ciraldo - Senior Buyer**

Bid # SDOC-07-049-LC

We, the undersigned, have declined not to bid for the following reasons.

- \_\_\_\_\_ We do not handle products/services in this classification
- \_\_\_\_\_ Opening date does not allow sufficient time to complete bid
- \_\_\_\_\_ Cannot supply at this time
- \_\_\_\_\_ Suitable but engaged in other work
- \_\_\_\_\_ Quantity too small
- \_\_\_\_\_ Cannot meet required delivery
- \_\_\_\_\_ Equivalent not presently available
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet insurance/bond requirements
- \_\_\_\_\_ Please remove our name from the vendor file only for the commodity listed above
- \_\_\_\_\_ Please remove our name from the School Board's entire vendor files
- \_\_\_\_\_ Other reasons or remarks

\_\_\_\_\_  
\_\_\_\_\_

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Print Name of Authorized Person \_\_\_\_\_  
Email Address for Authorized Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

\_\_\_\_\_  
Organization Name

**Culinary Arts**  
**Miscellaneous Foods/SDOC 07-049-LC**  
Bid Title and Number

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

**CULINARY ARTS MISCELLANEOUS FOODS**  
**SDOC-07-049-LC**

**1. SCOPE**

1.01 This bid establishes the minimum requirements for the purchase of various foods, ingredients and miscellaneous items to be used by the Culinary Arts Department at Technical Education Center Osceola County (TECO), The School District of Osceola County, Florida.

1.02 The intent of this bid is to establish a contract for a period of three (3) years from the date of the School Board award. During which time the successful bidder shall guarantee firm cost plus percentage. However, this contract may be extended at the conclusion of the three (3) year base period for two (2) additional one (1) year periods (for a total of five (5) years) at the same terms and conditions if mutually agreeable by both parties.

1.03 **PRICE ADJUSTMENT**

If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor/contractor's source of supply, the School District reserves the right to accept an increase, negotiable through the purchasing agent, after the first year of fixed pricing.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER IT'S OPENING DATE AND TIME ALONG WITH THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to the District Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, fax, e-mail or telephone are not acceptable.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing at least five (5) business days prior to the scheduled bid opening, to: Linda L. Ciraldo – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4616 or by email at [ciraldol@osceola.k12.fl.us](mailto:ciraldol@osceola.k12.fl.us)

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2.06 **TAXES**

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of the Award Letter, he will deliver all bonds and proof of insurance coverage as required by the Specification. The order of contractual precedence will be the bid document, bid response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened or on the Districts website [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us) and will remain posted for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.13 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.



**CULINARY ARTS MISCELLANEOUS FOODS**  
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2.14 **APPLICABLE LAW**

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida.

2.15 **CHECK UNIT PRICES**

PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

2.16 **NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.17 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.18 **BANKRUPTCY/INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.19 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

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2.20 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.21 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists and not limited to each of the following:
  - a) each page of this document,
  - b) all addenda heretofore issued,
  - c) drawing(s), if any,
  - d) purchase order,
  - e) bidder's submittals, if any,
  - f) contract agreement, if required.
9. "I. M. P. S. refers to the Institutional Meat Purchase Specifications from the United States Department of Agriculture Marketing Service – Livestock Division.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the specified Buyer. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

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- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

**2.23 LITIGATION HISTORY**

All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

**2.24 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

\_\_\_\_\_

(Signature) (Print Name) (Title)

Emergency Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Beeper or Cellular Phone Number: \_\_\_\_\_

**3. SPECIAL TERMS AND CONDITIONS**

**3.01 LENGTH OF CONTRACT**

Prices shall remain firm for a base period of three (3) years from the date of bid award. With the option to renew for two (2) additional one (1) year periods for a total of five (5) years. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District of Osceola County, the awarded vendor must provide a ninety (90) day written notice to cancel as specified herein.

**3.02 METHOD OF AWARD**

BID PRICES will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, and/or (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid. The School District of Osceola County reserves the right to reject any or all bids or to accept any bid or part thereof, which in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

**3.03 LOWEST AND BEST BID**

SCHOOL BOARD intends to accept the "best" bid(s) submitted to it. In determining which is the "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

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SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment will be for the best interest of the School District of Osceola County, Florida.

3.04 **CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing.

3.05 **ASSIGNMENT**

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.06 **PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.07 **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.08 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: Technical Education Center Osceola (TECO) Culinary Arts Department, 501 Simpson Road, Kissimmee, FL 34744. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building and setting it/them in place at the point designated by an authorized representative of the District. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.

B. **DELIVERY TIME**

Deliveries shall be made Monday through Friday, at an hour of the day agreed upon by the coordinator and the awarded vendor. With the exception of Saturdays, Sundays, or holidays when all school district buildings are closed.

Deliveries shall be made within one (1) week from the date of receipt of the purchase order.

C. **DELIVERY AND INSTALLATION CHARGES**

Bid price must include all transportation, delivery, and handling charges.

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**D. MINIMUM ORDER DELIVERED**

Items shall be ordered as needed. Any minimum delivery amount set by the vendor must be stated at the end of the bid in the appropriate space.

**E. CONDITION**

All items must be delivered in good condition. No broken bags, cartons, containers or cases will be accepted. Deliveries in safe proper conditions shall be the responsibility of the vendor regardless of the method used. Delivery trucks must be equipped with the proper equipment to insure that frozen foods are delivered in the frozen state.

**3.09 CASE LOTS**

All individual items shall be ordered in package/box lots. Fractional case lots may be ordered with the approval of the Culinary Arts Coordinator and the successful vendor depending on the needs.

Standard I.M.P.S. variance on count per box shall be acceptable. The District will waive layer pack. Construction of shipping cartons shall be regular construction.

**3.10 QUALITY**

The District reserves the right to request at any time a grade certificate on any products deemed necessary.

**3.11 DAMAGED ITEMS**

In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board.

**3.12 QUANTITY**

The estimated quantities that will be purchased during this bid period of twelve (12) months are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

**3.13 ADDITIONAL QUANTITIES**

The School District of Osceola County reserves the right to increase or decrease the quantities as needed, from the successful bidder and/or bidders at this bid price, unless otherwise stated in this bid.

**3.14 METHOD OF ORDERING**

Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract, by the Culinary Arts Department for various items, as needed during the contract period. All orders will be mailed or faxed to the awarded vendors and/or vendors.

**3.15 EXEMPT FROM THIS BID**

Purchases may not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

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3.16 **SUBSTITUTES**

Companies are expected to furnish the brand ordered. Substitutes shall not be tolerated except in extreme emergencies. In case an item is substituted in an emergency, the item must be equal to or superior to the item (at no additional cost) and shall meet with prior approval of the Coordinator of the Culinary Arts Department. In the event a comparable substitute is not available, the District reserves the right to purchase the item(s) from another source. In this instance, the difference between the bid price and the cost of the substitute, from another source, may be deducted from the awarded supplier's next payment.

3.17 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.18 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall complete and submit the attached questionnaire with his bid package. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.}

Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

3.19 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

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The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
  - a. One must be a State issued "photo" ID
2. Transaction Control (TC) number from the other County.
  - a. The individual will have to contact the school district where they were finger printed to obtain their TC number.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.19 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.21 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.22 **COMPLIANCE WITH BID SPECIFICATIONS**

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be "accepted" and will be returned to the vendor at no expense to the School District of Osceola County.

3.23 **REJECTED ITEMS**

Any item or items received which do not meet specifications will be returned at vendor's expense.

3.24 **INSURANCE**

The awarded Contractor (including any subcontractors) shall maintain during the life of the contract, the following requirements. Certificates verifying this information will be required with bid submittal. Any bidders not meeting these requirements will be disqualified. Additionally, upon award of contract the successful vendor must show proof that the School District of Osceola County, FL has been added to the vendor's current insurance policy as additionally insured.

Minimum requirements the vendor must meet are as follows:  
Certificate of general liability insurance - minimum of \$1,000,000  
Certificate of workers compensation for all employees  
Proof of automobile liability

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3.25 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4492.

3.26 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or nonrenewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

3.27 **HOLD HARMLESS AND INDEMNIFICATION**

The Contractor agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

3.28 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one-percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.



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- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

**4 TECHNICAL SPECIFICATIONS**

- 4.01 Florida Statute prohibits any public agency, including a School Board District, from purchasing fresh or frozen beef or pork which has been imported from outside the United States, unless such beef or pork complies with Federal and State standards and has been inspected by the USDA or the Florida Department of Agriculture and Consumer Services.

All bid invitations issued by a public agent must specify that only domestic beef or pork or imported beef or pork meeting all standards and inspection requirements of the Act will be accepted. The supplier is required to certify on each invoice, compliance with all provisions of the Act.

The Act further provides that any person knowingly violating any of its provisions will be personally liable to the agency for any funds spent.

- 4.02 This bid request is written to secure delivery of bid items that shall have a uniform quality consistently meeting the detailed specifications listed herein, as well as meeting the standards of State and National governmental agencies, where such standards are applicable. It shall be the responsibility of the successful bidder to provide to the School District of Osceola County, Florida, on of the following methods to insure that the specifications listed herein are adhered to, and the quality assurances will be met.

- A. The bidder shall subscribe personally, or through suppliers or or contractors, to the Certification Service of the United States Department of Agriculture or the Florida Department of Agriculture, Tallahassee, Florida.
- B. Be packed under the provisions of the United States Department of Agriculture's CN-1 label. On the face of each and every carton, all major ingredients of the product contained herein are to be indicated by percent of the ingredient to the total product weight.

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- C. A letter from the USDA representative, or the Florida Department Of Agriculture representative, that the formulas listed herein are adhered to as a common practice by the company supplying meat products to the District and that any change in this standard formulation will be reported immediately to the District. Nutritional Analysis may be requested.
- 4.03 Companies who do not comply with regulations herein may be grounds for immediate contract cancellation and/or exclusion from future bids.
- 4.04 The State Purchasing Commission, which includes Institutional Meat Purchase Specifications, are hereby incorporated and made a part of this bid request.
- 4.05 The Certification Service of the United States Department of Agriculture Institutional Meat Purchase Specifications (I.M.P.S.) are adopted and are a part of this bid except where a specific exception has been incorporated in the description written by the District.
- 4.06 Random samples of meats being supplied by the successful bidder may be selected by the District's representative at anytime during the bid contract for the United States Department of Agriculture analysis to insure compliance with specifications.
- 4.07 The successful bidder shall be responsible for meat service to the Culinary Arts Department of the Osceola District Schools. Bid prices shall include all transportation, delivery and service charges.
- 4.08 If the successful bidder subscribes personally, or through supplier or through contractors, to the Certification Service of the United States Department of Agriculture or the Florida Department of Agriculture, Tallahassee, Florida, he shall forward a copy of the United States Department of Agriculture or the Florida Department of Agriculture Inspector's Report of Certification to the Coordinator of Culinary Arts, Technical Education Center of Osceola (TECO), 501 Simpson Road, Kissimmee, FL 34744. This report shall be properly completed and signed by the appropriate inspector. It shall be submitted on all product lots packed for and supplied to the District.
- 4.09 **PRICE SHEET EXPLANATION**
- |                                    |                                                                                                                                                 |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <b>Description:</b>             | Item requested or equal                                                                                                                         |
| B. <b>Est. Quantity:</b>           | Estimated quantity than can be purchased for one (1) year                                                                                       |
| C. <b>Brand:</b>                   | List Brand you are bidding on                                                                                                                   |
| D. <b>Minimum Quantity:</b>        | List your minimum quantity that can be ordered                                                                                                  |
| E. <b>Ven Pack:</b>                | How the items are packed                                                                                                                        |
| F. <b>Price Each:</b>              | Price per each not packs                                                                                                                        |
| G. <b>Balance of Product Line:</b> | Please bid discount off published price sheet for balance of product line, for items that may be needed that are not listed on the price sheet. |

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**PRICE SHEET**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST QTY</b>	<b>BRAND</b>	<b>MIN QTY</b>	<b>VEN PACK</b>	<b>PRICE EACH</b>
1	Juice, Lime Key West or equal	gal	25 gal				
2	Sunkist, Tuna chunk v/pk or equal	oz	600/oz				
3	Mission Taco Shell, White 5" or equal	ea	5000/ea				
4	Hunts, Tomato paste 26% or equal	#10 can	300/can				
5	Hunts, Tomato, sauce or equal	#10 can	300/can				
6	Roseli, Pepper Bell Red Fire Roasted or equal	oz	300/can				
7	Kikkoman Soy Sauce, or equal	gal	75/gal				
8	Wrights Flavoring, Hickory Smoke Liquid, or equal	gal	10/gal				
9	McCormick Spice, Alspice Ground, or equal	oz	600/oz				
10	McCormick Spice, Chili Powder Light, or equal	oz	2000/oz				
11	Roseli Pasta, Shell Medium, or equal	lb	1000/lb				
12	Roselli Pasta, Ziti Cut or equal	lb	1000/lb				
13	Roselli Pasta, Spaghetti 10" or equal	lb	1000/lb				
14	Maple Syrup, Pancake & Waffle	gal	52/gal				
15	Hellmanns Mayonnaise, or equal	gal	400/gal				
16	Beef Patty 75/25 4 oz/patty	oz	500/cases				
17	Beef, Ground 80/20	lb	3500/lb				
18	Hormel, Bacon Pork 1-22ct or equal	lb	1500/lb				

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<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST QTY</b>	<b>BRAND</b>	<b>MIN QTY</b>	<b>VEN PACK</b>	<b>PRICE EACH</b>
19	Roseli, Sausage, Italian Mild Pork Frozen or equal	lb	100/lb				
20	Veal, Bone Femur Frozen	lb	4000/lb				
21	Patuxent Farms, Chicken, Whole, 3.25-3.5 lb, or equal	ea	800/ea				
22	Orange, CA Fresh	ea	8000/ea				
23	Orange, CA 88 size Fresh	lb	3000/lb				
24	Kiwi Fruit, Fresh	ea	2000/ea				
25	Apple, Golden Delicious, Fresh	ea	5000/ea				
26	Pepper Bell, Red, Fresh	lb	1500/lb				
27	Onion, Jumbo Bag, Fresh	lb	2600/lb				
28	Bella, Olive Oil Extra Virgin Imported Italy, or equal	gal	200/gal				
29	Food Invoations, Trumpet Royale Mushrooms, or equal	lb	40/lb				
30	Food Innovations, Fennel, Baby, 24 ct or equal	lb	40/lb				

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<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST QTY</b>	<b>BRAND</b>	<b>MIN QTY</b>	<b>VEN PACK</b>	<b>PRICE EACH</b>
31	Food Innovations, Spanish Manchego Cheese, or equal	lb	50/lb				
32	Food Innovations, Juice Pomegranate, 16oz or equal	oz	60/ea				
33	Food Innovations, Base, Classic French Demi Glace, or equal	oz	200/ea				
34	Food Innovations, Base, Chicken Roasted Demi Glace, or equal	oz	200/ea				
35	Food Innovations, Rabbit, Boneless Saddle Flap, or equal	lb	20/lb				
36	Food Innovations, Veal, Free Range Veal Cheek, or equal	lb	10/lb				
36	Almond Paste 6/7lb can	lb	4/can				
37	Vanilla Beans, 8oz	oz	2/bags				
38	Gel Color Set, set of 10, 1 oz bottles	box	6/boxes				
39	Rolled Fondant, White 15lb tub	Lb	12/tubs				

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ITEM	DESCRIPTION	UNIT OF MEASURE	EST QTY	BRAND	MIN QTY	VEN PACK	PRICE EACH
40	Fondant	lb	10/boxes				
41	Chocolate Coins, White	lb	12/boxes				
42	Chocolate Coins, Dark	lb	12/boxes				
43	Dust Colors, Assorted, 12 basic Hughes, 2 grams per color	grams	48/Vials				

44. Balance of Line \_\_\_\_\_%

45. Can Other Counties Piggyback Off This Bid? \_\_\_\_\_ Yes \_\_\_\_\_ No

46. Minimum Order Amount \$ \_\_\_\_\_

47. Exclusions:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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48. Contact Representative:

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

Fax # \_\_\_\_\_

City \_\_\_\_\_

Cellular # \_\_\_\_\_

49. Inside Sale Representative is assigned Representative is unavailable:

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

Fax # \_\_\_\_\_

City \_\_\_\_\_

Cellular # \_\_\_\_\_

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I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS