

CONTRACT COPY INVITATION TO BID



SUBMIT TO:
 COUNTY OF VOLUSIA
 PURCHASING & CONTRACTS
 123 W. INDIANA AVE., RM. 304
 DELAND, FL 32720-4608

CONTACT PERSON:
Pam Wilsky
386-822-5779

DELAND: 386-736-5935
 DAYTONA BEACH: 386-257-6000
 NEW SMYRNA BEACH: 386-423-3300

AN EQUAL
 OPPORTUNITY
 EMPLOYER

www.volusia.org/purchasing

TITLE:
Summer Food Program

NUMBER:
09-B-65PW

SUBMITTAL DEADLINE:
**Wednesday, April 8, 2009 at
 3:00PM EST**

PRE BID DATE, TIME AND LOCATION:
**Tuesday, March 24, 2009 at 10:00AM in the Purchasing Conference Room at
 123 W. Indiana Ave. RM 301, DeLand, FL 32720**

*SUBMITTALS RECEIVED AFTER ABOVE DATE
 AND TIME WILL NOT BE CONSIDERED*

FIRM'S NAME:

The vendor acknowledges that information provided in this bid is true and correct.

MAILING ADDRESS:

CITY - STATE - ZIP:

TELEPHONE NO:

X _____
 Authorized Signature

FAX NO:

 Typed Name

FEDERAL ID NO. OR SOCIAL SECURITY NO.

 Title

 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
GENERAL CONDITIONS AND INSTRUCTIONS
 ***** PLEASE READ CAREFULLY *****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the Division office in DeLand, (386) 736-5935, at least five (5) days prior to the scheduled opening or meeting.

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| <p>1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.</p> <p>Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.</p> <p>2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.</p> <p>3. OPENING: Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.</p> <p>4. PUBLIC RECORD: The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.</p> | <p>5. CLARIFICATION/CORRECTION OF ENTRY: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.</p> <p>6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.</p> <p>No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.</p> <p>Failure to acknowledge addenda may result in the offer not being considered.</p> <p>7. INCURRED EXPENSES: This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.</p> <p>8. DISADVANTAGED BUSINESSES: The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Further, the County of Volusia will monitor the DBE program with respect to the goals as established by County Council.</p> <p>9. LOCAL BUSINESSES: The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.</p> |
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10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 74-07-059158-53C.
13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
14. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the offeror. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the County would be binding itself to purchase by making an award.
16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
18. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County Director of Purchasing and Contracts.
20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supercede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
21. **LIABILITY:** The supplier/provider shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or

services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.
24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
25. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
26. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.
27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.
28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being removed from the County Bid list and the offeror/bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.
29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
30. **DEFINITIONS:**

COUNTY – The term "County" herein refers to the County of Volusia, Florida, and its duly authorized representatives and any jurisdiction within Volusia County.

OFFEROR – The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

USING AGENCY – The term "using agency" used herein refers to any department, division, agency, commission, board, committee, authority, or another unit in the County government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Volusia, Florida.

HEAVY DUTY – The item(s) to which the term "Heavy Duty" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

**THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY**

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Summer Food Program** for the County of Volusia, Florida under the USDA Sponsored Summer Food Service Program for Children.

This Document shall be referred to as Section M in Exhibit 1

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1.0 SCOPE OF WORK

The attached **Invitation to Bid and Contract Document with Menus and Product Specifications** (Exhibit 1) drafted and approved by the Florida Department of Education Food and Nutrition Management Section, Summer Food Service Program, Tallahassee, Florida 32399 will be used for this solicitation process and will supersede any other terms and conditions listed on any documentation associated with this Bid. Additional terms and Conditions not covered in Exhibit 1 are listed in the body of this Document and are supplied by the County of Volusia referred to as the ‘Sponsor’ in Exhibit 1. This ITB shall be referred to as section M of Exhibit 1.

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 304, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Wednesday, April 8, 2009.** Bids received after this time will not be considered.

2.2 Proposed Schedule

03/12/09Invitation to Bid Available
03/24/09Pre-Bid Meeting
04/08/09Bid Closing Date

2.3 Delivery of Bids

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
County of Volusia, Florida
Purchasing and Contracts Office, Room 304
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“Bid #09-B-65PW Summer Food Program”**

Note: Please ensure that if a third party carrier (**Federal Express, Airborne, UPS, USPS, etc.**) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 304, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a **Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.**

2.4 Pre-Bid Conference

A. A pre-Bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., local time, Tuesday, March 24, 2009. While this is not mandatory, all interested parties are encouraged to attend and participate.

- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

2.5 Public Bid Opening

- A. The Bids will be available for inspection during normal business hours in the Purchasing and Contracts Office within ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).
- B. A copy of the completed Bid tabulation will be available on the Purchasing and Contracts Division web page at <http://vcservices.vcgov.org/bidlistnet1> within 10 (ten) days of the closing date.
- C. Individuals covered by the Americans with Disabilities Act of 1990 who are in need of accommodations to attend public Bid openings or meetings should contact the Volusia County Purchasing and Contracts Office in DeLand at 386-736-5935 at least two (2) days prior to the meeting date.

2.6 Bid Submittal Form

- A. See **Submittal Requirements** for complete details

Note: It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information and all required documents included in Exhibit 1.

- B. Each bidder shall submit **Four (4)** complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **Two (2)** hard copies marked "COPY"
 - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**

Note the solicitation number and name of company on the disk.

**DO NOT SEND CONFIDENTIAL INFORMATION,
PROPRIETARY INFORMATION, OR TRADE SECRETS**

- C. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the bidder to all bid provisions.
- D. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.7 Questions Concerning Bid

- A. Questions concerning any portion of this Bid shall be directed in writing or by e-mail to the Procurement Analyst named below, who shall be the official point of contact for this Bid. Questions should be submitted at least **seven (7) days** prior to the closing date.
- B. Mark cover page or envelope(s) **“Questions on Bid # 09-B-65PW, Summer Food Program”**
- C. Submit questions to:
Pam Wilsky, Procurement Analyst
Telephone:.....386-822-5779
Fax:386-736-5972
E-mail:.....pwilsky@co.volusia.fl.us

2.7 Clarification and Addenda

- A. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing, (facsimile transmissions acceptable at 386-736-5972) through the Procurement Analyst named above. The County will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this Bid, notice may be obtained by accessing our web site. The bidder in the Bid Submittal must acknowledge receipts of amendments. **Each bidder should ensure that all addenda and amendments to this Bid have been received BEFORE submitting the Bid. Check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>.**

2.8 Award

The County reserves the right to award the contract to the bidder(s) that the County deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation and in Exhibit 1. The County is therefore not bound to accept a bid on the basis of lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the County's best interest.

2.9 Contract

- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement, or change order, the bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

2.10 Definition of Responsive and Responsible for this Bid

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost
 - 2. Delivery as required in Exhibit 1
 - 3. Past Performance. In order to evaluate past performance, all bidders are required to submit a list of references / relevant projects completed within the last 3 years that are the same or similar in magnitude to this ITB.
 - 4. All technical specifications associated with this bid and Exhibit 1.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the county when considering all evaluation factors.

2.11 Disclosure of Bid Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.12 Bidder's Responsibility

The bidder, by submitting a Bid, represents that:

- A. The bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief; and
- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

2.13 Payment Terms

- A. Contingent upon receipt of payment from the Florida Department of Education, the County will remit full payment on all undisputed invoices within 30 (thirty) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) and receipt of all products or services ordered whichever occurs later.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 30 (thirty) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later.
- C. The County has the capability of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.
- D. ***By submitting a Bid (offer) to the County of Volusia, Florida, the bidder expressly agrees that, if awarded a contract, the County may withhold from any payment monies owed by the bidder to the County for any legal obligation between the bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.***

2.14 Certificates

The County reserves the right to require proof that the bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State

of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

2.15 Sovereign Immunity

The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver or immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve the County from paying for services rendered by Contractor. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

2.16 Insurance, Licenses, and Certificates

The bidder agrees to provide and maintain at all times during the term of this agreement, without cost or expense to the County of Volusia, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the County with copies of current appropriate business licenses.

2.17 Insurance

The bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence. (policies shall be occurrence based)
- Automobile Liability – in the amount of \$100,000/300,000 / Any Auto
- Product Liability - in the amount of \$250,000
- Workers Compensation – As required by Florida law.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of A-, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm.

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County. Bidders shall certify the number of employees, inclusive of owner/operators.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "*Notice of Election to be Exempt*," along with valid proof of coverage for non-exempt employees.

The *Hold Harmless Agreement* mentioned above shall be returned with the bid proposal as detailed in the Submittal Requirements, if required.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the County Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any subcontractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein.**

Bidder agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **County shall be named as an additional insured on Commercial General Liability Insurance.**

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

2.18 Safety

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and

standards. The bidder shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.19 Governing Law and Venue

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.20 Additional Terms

The attached Invitation to Bid cover page contains additional terms and conditions. These written specifications take precedence over terms and conditions on the Invitation to Bid Page.

2.21 Award Term

The successful bidder(s) shall be awarded a price agreement for the purchase of the required meals per the bid requirements for a period of one (1) year with option to renew for two (2) additional one (1) year periods based on fiscal year funding based on mutual agreement. Prior to the beginning of each year's program, the awarded vendor will be contacted by Volusia County Staff to request revised pricing as determined by new requirements, the current market cost and federal reimbursement schedules. All renewals shall be approved by the Volusia County Council.

2.22 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this agreement.

2.23 Termination for County's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

2.24 Incurred Expenses

This ITB does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this ITB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

2.25 Compliance with Laws and Regulations

The bidder shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Bidder shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The bidder shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, bidder shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Volusia County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

2.26 Indemnification of County

The bidder shall indemnify, hold harmless, and defend the County, its elected officials, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its elected officials, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County that may result from bidder's performance or nonperformance of services pursuant to the contract.

2.27 Records & Right to Audit

The bidder shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The bidder shall retain these records for a period of three (3) years after final payment, or until the County audits them, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

2.28 Change in Scope of Work/Service

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County Director of Purchasing and Contracts, and the bidder.
- B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.29 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the contract as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the bidder under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the bidder notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but are not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the bidder. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the bidder, or the benefits to the County, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the bidder, then the bidder or the County shall be entitled to an adjustment

in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The County and bidder agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the County and the bidder shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the bidder directly and demonstrably due to any modification in the contract under this clause.

2.30 Right to Require Performance

- A. The failure of the County at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.31 Force Majeure

The County and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.32 Claim Notice

The bidder shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The bidder agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all bidder operations at the County project site.

2.33 Contract/Bidder Relationship

The County of Volusia reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent bidder shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the contract, nor shall the County pay for any business, travel, or training expenses or any other contract performance expenses not explicitly set forth in the specifications.

Prior to commencing work the successful bidder will be required to sign a written contract incorporating the specifications and terms of the Invitation to Bid and the response thereto. Any contract awarded as a result of this ITB shall begin on or about 06-15-2009 and continue through 08-15-2009. Renewal periods of two 1 year periods may be allowed upon mutual consent of the County and the awarded bidder. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent bidder shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.34 Bid Bond (See Exhibit 1)

A Bid/Submittal Bond in the amount of Five (5%) percent of the value of the contract, payable to the County of Volusia, is required for this Bid. The bond shall be issued by an agency authorized to do business in the State of Florida and with a rating of "A" or higher as listed in the A.M. Best & Company latest published rating guide. The bond shall not expire until the contract is awarded and shall guarantee that (1) a Bidder shall not withdraw its bid after the closing time and date of this bid, or (2) the awarded Bidder shall promptly execute a Contract and deliver any required specifications required by the County prior to start-up of the Contract. The bond will be invoked by the County to ensure payment of damages incurred by the County as a result of withdrawal of a bid, or failure to enter into a contract after award. Bid bonds, without interest, will be returned

upon receipt of appropriate insurance documents and/or a Performance Bond, if applicable.

2.35 Performance Bond (See Exhibit 1)

The awarded Bidder shall furnish within ten (10) days of notification of award a Performance Bond in the amount of Ten (10%) percent of the Contract amount, payable to the County of Volusia as security for the faithful performance of the Contract. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond. The awarded Bidder, upon failure or refusal to furnish within ten (10) days of notification the required Performance Bond, shall pay to the County, as liquidated damages for such failure or refusal, an amount in cash equal to the Bid Bond.

Should the awarded Bidder not enter into a Contract or upon cancellation of the Contract, the County reserves the right to obtain services on the open market as required without competition and for such time until a new Bid can be advertised, received, evaluated, and a Contract awarded.

2.36 Disadvantaged Business Enterprise Program

The County Council has adopted policies that assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

2.37 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the action(s) or inaction(s) of its employees, staff, or sub-consultants. There are no limitations to this liability.

2.38 Conflict of Interest Form

All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.

2.39 County's Definitions

As used in this Bid (not including Exhibit 10, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Contract: The document resulting from this solicitation between the County and the Contractor, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be made in writing and authorized by the Director of Purchasing and Contracts.

Contractor: That person or entity, including employees, servants, partners, principals, agents, and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the County and will be designated prior to award of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Exceptions to bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Price Agreement: The payment vehicle through which the successful Bidder(s) shall be compensated. This agreement will be issued in accordance with the specifications, terms,

and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Turnkey Solution: A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

3.0 SUBMITTAL REQUIREMENTS

(Submit in the following order)

COUNTY OF VOLUSIA SUBMITTAL REQUIRMENTS

- 3.1 Completed Invitation To Bid cover pages (includes two pages) with **documentation**, such as a Memorandum of Authority, that the executing individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.
- 3.2 Completed Bid Submittal Form (use attached form).
- 3.3 List at least three (3) recent references (other than the County of Volusia) where the proposed service has been provided within the past three years. Use of the attached form will aid in evaluation.
- 3.4 Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this bid submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, or
2. If Respondent's business type is exempted, **submit** a Proof of Exemption approved by the Volusia County Revenue Director (see Section 8.0).

See Chapter 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances at <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9>.

- 3.5 Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- 3.6 Conflict of Interest form (USE ATTACHED FORM) All bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- 3.7 Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- 3.8 **Completed W-9 form. If the firm is not registered with Volusia County, a Vendor Input Form must be completed and submitted with the bid. This form is available on-line at www.volusia.org/purchasing. Follow the prompts on the web page.**

All bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

FLORIDA DEPARTMENT OF EDUCATION SUBMITTAL REQUIREMENTS

- 3.9 **Bid Bond**
- 3.10 **Schedule B, C for each meal Breakfast, Lunch, and AM and PM Snack**
- 3.11 **Section G USDA Certificate of Independent Price Determination**
- 3.12 **Section H USDA Form AD-1048(2009)**
- 3.13 **Section J USDA Drug Free Workplace Requirements**

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Rm. 304
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
_____ has carefully examined the specifications to furnish:

Summer Food Program

for which Bid Submittals were advertised to be received **no later than 3:00 p.m., local time, on Wednesday, April 8, 2009**, and further declare that they will furnish the **Summer Food Service** according to specifications.

Complete Pricing on Schedule B of Exhibit 1

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of bid closing.

Sole Proprietor Yes No Total number employees_____

Have you supplied all the Submittal Requirements outlined below?

- Invitation to Bid cover pages. (Includes two pages)
- Completed and executed Bid Submittal form
- References
- Licenses
- If you have a physical location in Volusia County, submit on of these:
 - Current Business Tax Receipt, **OR** Proof of Exemption Form
- Proof of Insurance
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Conflict of Interest form
- Any addenda pertaining to this ITB
- Did you include a CD, as required in the section entitled **Bid Submittal Form?**
- All Florida Department of Education Submittal Requirements (**Sections 3.9-3.13**)

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Do you accept electronic funds transfer (ETF)? YES NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 09-B-65PW, "*Summer Food Program*", and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company: _____

Per: _____ (Print name)

Signature: _____

Address: _____

City: _____, State: _____, ZIP: _____

Telephone: _____, Fax: _____

E-Mail Address: _____

Dunn & Bradstreet #: _____, Fed. I.D. # _____

The vendor acknowledges that information provided in this bid is true and correct:

x

Authorized Signature

Typed Name

Title

Date

5.0 REFERENCES

#1	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		
#2	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		
#3	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		

6.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name: _____
 Firm Name: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

**7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY
VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

(386) 736-5938 • FAX (386) 822-5729

<http://volusia.org/revenue/default.htm>

I certify that the business known as (*business name*) _____,

located at (*street address*) _____,

(*city*) _____, is the type of business indicated below:

- Agricultural
- Charitable, Non-Profit Organization
- Child Care – Residential
- Commercial Rentals
- Door to Door/Peddler Sales
- Insurance Adjuster, Agent, or Company
- Pharmacist/Pharmacy
- Radio/Television Station
- Religious Institution
- Residential Rentals over 6months
- Sale of Alcoholic Products only
- Sale of items grown on own land
- Other _____

(Authorized Signature)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director

9.0 HOLD HARMLESS AGREEMENT

I, _____, or I, _____ (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 2009, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known
 to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

PERFORMANCE BOND

STATE OF FLORIDA

COUNTY OF ^{SS}

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the County of Volusia, Florida, as obligee, hereinafter called County, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract with County for:

_____ NAME _____

PROJECT CONSISTS OF:

_____ DESCRIPTION _____

in accordance with all specifications contained within _____, which is by reference made a part hereof and is hereinafter referred to as the Bid/RFP and/or resulting contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said RFP and/or resulting contract and its obligations there under and shall indemnify the County and save it harmless against and from all costs, expenses and damages arising from the performance of said RFP and/or resulting contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the County any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the County may be obliged to pay for the completion of said work by RFP and/or resulting contract or otherwise, and any damages, direct or indirect or consequential, **including without limitation those for delay**, expenses, costs, and attorney's fees including appellate proceedings, which the said County may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.
2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the County and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the RFP and/or resulting contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the County, for the reasons above stated needs to be replaced, repaired or made good during that time, the County shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the County shall have the work done by others, and the cost thereof shall be paid by the Contractor or its Surety.
3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the RFP and/or resulting contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The surety presents and warrants to the County that they have a Best's Key Rating Guide of "A" or better.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

(If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Authorized Officer [Affix Seal]

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact [Affix Seal]

Business Address

City State

Name of Local Insurance Agency
Phone ()

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the signature, and that the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary Corporate Seal

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____, to me well known, who being by me first duly sworn upon oath that this person is the Attorney-in-Fact for the _____ and that this person has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the County of Volusia, Florida.

Subscribed and sworn to before me this ____ day of _____, 20____, A.D.

Insert Power of Attorney to
Original Bid Bond and Financial
Statement from Surety Company

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

END OF PERFORMANCE BOND



Volusia County
FLORIDA

FINANCIAL AND ADMINISTRATIVE SERVICES
Purchasing and Contracts

123 West Indiana Avenue • Room 304 • DeLand, FL 32720-4608
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www.volusia.org

April 2, 2009

**Subject: ADDENDUM NO. 1 to Invitation to Bid 09-B-65PW
Summer Food Program**

This addendum is being issued to clarify questions and make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the bid and shall take precedence over what was previously stated in the bid document.

The Closing date for this Bid remains Wednesday, April 8, 2009 at 3:00PM EST

The following has been added to **Section 1.0 SCOPE OF WORK:**

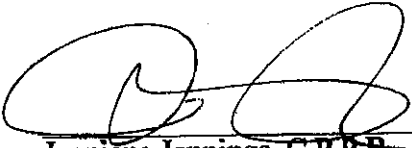
The County reserves the right to add and delete sites to the Summer Food Program.

Section 2.21 AWARD TERM has been revised as follows:

The successful bidder(s) shall be awarded a price agreement for the purchase of the required meals per the bid requirements for a period of one (1) year with option to renew for four (4) additional one (1) year periods based on fiscal year funding and mutual agreement. Prior to the beginning of each year's program, the awarded vendor will be contacted by Volusia County Staff to request revised pricing as determined by new requirements, the current market cost and federal reimbursement schedules. All renewals shall be approved by the Volusia County Council.

EXHIBIT B Site Information has been revised. Please base pricing on **REVISED EXHIBIT B** which has been posted to the website with this addendum.

Please sign and attach this addendum to your bid submittal. If you have any questions regarding this information, please contact Pam Wilsky at 386-822-5779 or e-mail pwilsky@co.volusia.fl.us.



Jeaniene Jennings, C.P.P.B.
Procurement Manager

Please sign and return entire Addendum with proposal.

Vendor: _____

Authorized Signature: _____

Printed Name & title of Above: _____

Phone No.: _____ Date: _____

FAILURE TO RETURN ENTIRE FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE.