

INVITATION TO BID 2000**DISH-MACHINE RENTALS & CAFETERIA CHEMICALS** Bid Number: **BD2000**
Equipment Rentals and Chemical ProductsBid Opening Time: 10:00 A.M. Bid Opening Date: July 16, 2019, TuesdayTupelo Public School District FINANCE Office
445 N Church St.
Tupelo, MS 38804
BID OPENING PLACE

The undersigned offers and agrees that should this bid be accepted they will sell and deliver to the Tupelo Public School District in compliance with the conditions set forth in this document, the chemical products and rental of dish machines as specified in this invitation.

The person signing this document shall be an employee of the bidding company and shall have the authority to obligate the company to comply with the terms set forth herein.

Return Original, Signed Bid Document as directed to:**MAILING ADDRESS:**Mrs. Julie Weaver
Tupelo Public School District
PO Box 557
Tupelo, MS 38802**DELIVERY ADDRESS:**Mrs. Julie Weaver
Tupelo Public School District
445 N Church St.
Tupelo, MS 38804**ELECTRONICALLY:**www.tpsdbids.com

Address Bid Return Questions to Julie Weaver, Purchasing Agent, Tupelo Public Schools, 662-841-1853
Address Bid Specific Questions to Lynne Rogers, Director – School Nutrition Services at 662.840.1857

Bidder's Firm Name _____ Address _____

City _____ State _____ Zip _____ Area Code _____ Telephone _____

AUTHORIZED SIGNATURE _____

Contract Administrator:

NAME _____ TITLE _____

E-MAIL _____ FAX NUMBER _____

CONTACT TELEPHONE NUMBER _____

IN FIRST ENVELOPE, RETURN THIS PAGE AND PAGE 22 WITH BID FORM**SECOND ENVELOPE WILL BE SECTION VII - WORKING PAPERS – PAGES 2 - 6**
MARK SECOND ENVELOPE AS PROPRIETARY INFORMATION IF APPROPRIATE

DISH-MACHINE RENTAL AND CAFETERIA CHEMICAL BID**BID NUMBER: BD 2000****TABLE OF CONTENTS**

. Section I	Invitation to Bid (mail, hand delivery, electronic) Return Instructions and Contact Information
. Section II	General Conditions
. Section III	Special Conditions
. Section IV	Bid Instructions
. Section V	Product Specifications
. Section VI	Insurance, Service Inspections & Reports
. Section VII	Product & Equipment Pricing Forms "WORKING PAPERS" as listed in bid
. Section VIII	Bottom Line Bid Form & Signature Page Grand Total of all machines & chemicals
. Section XI	School Site for Delivery and Billing Address
. Section X	USDA Statement

SECTION II

2.0 GENERAL CONDITIONS

- 2.01 The Tupelo Public School District (TPSD) will receive sealed, written bids until 10 A.M. on Tuesday, July 16th, 2019 at TPSD Finance - 445 North Church Street, Tupelo, Mississippi in accordance with instructions in Contract, Section I. Bids delivered after that time will be returned, unopened to the appropriate bidder. Post marks or dating of documents will not be given consideration in case of late bids. If, however, a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidenced by the signature of a Tupelo Public School District employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of TPSD personnel, the bid did not get to the proper authority, the bid will be considered. The TPSD reserves the right to reject any or all bids and to waive informalities. *Informality shall be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a bidder to provide it would have no impact on the outcome of the bid.* In such cases, the bidder failing to supply the information may be given a specified period of time to comply. If the bidder fails to comply in that time period, the bid will be rejected for reasons of non-compliance. No award will be made unless all required information is received by TPSD.

2.02 Compliance:

Failure to meet the requirements of the specifications in any area not considered to be informality will cause the bid to be non-responsive and the bid shall be rejected.

2.03 General Conditions versus Special Conditions:

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence. Further, it is to be understood that the Tupelo Public School District (TPSD) reserves the right to waive any general or special condition if it is in the best interest of the school district, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

2.04 Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

2.05 Clarification:

If a clarification is required the request shall be made, in writing, to the TPSD not later than seven (7) working days prior to the time and date set for the bid opening. The TPSD will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) working days prior to the date the bids are to be opened.

Should there be an addendums, bidders shall acknowledge receipt of any addendum to the solicitation by signing and returning the addendum with the bid, by identifying the addendum number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the TPSD with the bid packet.

Please note: No telephone request will be answered. Any non-compliant bid offered as a result of a verbal response to a telephone request will be rejected. Any protest based on such a rejection will not be heard.

2.06 Bid acceptance:

TPSD reserves the right to reject any or all bids, or any part of any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that TPSD has thirty (30) days to accept due to school board meeting dates.

2.07 Corrections:

All prices and notations must be in ink or computer printed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or computer printed adjacent to the crossed-out error. The person making the correction shall initial any correction in ink. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and shall be printed in ink or computer printed.

2.08 Bid Pricing:

Each item will be priced separately in Section VII (Product Form – working papers). The price shall be applicable to bid unit specified & each site - rental machine.

2.09 Brand Identification:

Brand identification is required to be written into the blanks beside each chemical listed in the product listing - working papers of this Bid document.

2.0.10 Liability:

Subsequent to the awarding of a contract the contractor will be liable for any expense, including legal fees, incurred by TPSD as a result of violations of the contract terms by any contractor (See Section 3.1.10 Default).

2.0.11 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

- a. Bids must be submitted with original signature and sealed to the location specified on the Invitation to Bid. The bid file number, time and date of bid opening and the term, "Tupelo Public School District Dish-Machine Rental and Chemical Bid" shall be noted on the face of both envelopes (identified in f. and g.)

Continued to next page

- b. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **Bids sent via regular or express mail must be sent to the Tupelo Public Schools, Bids , Box 557, Tupelo, MS 38802.**
- c. Fax bids will not be accepted. Electronic Bids are accepted by using the link identified in the Section 1 – Bid Instructions and Contents.
- d. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **Signed bid form must be original signature. All documents as stated must be included with 2 envelopes.**
- e. The bid contract must be used without alterations.
- f. Section 1, **Invitation to Bid and Grand Total Page 22** shall be in a sealed envelope with *the company name, bid number BD2000 and opening date* on the outside of the envelope. It should be marked “Section 1 BID ”. Failure to submit a bid in compliance with the above requirements may result in rejection and non-consideration.
- g. Section VII, “working papers” pages 2-6, should be placed in a separate, sealed envelope and marked “Section VIII Working Papers” with the company name and bid file number on the outside of the envelope. Bidder may also wish to state **“Declaration of proprietary information” on the outside of this envelope.** Both Sections I and VII “working papers” shall be placed in separate envelopes as set forth above and *both envelopes* placed in a single envelope for mailing or delivery to the Tupelo Public Schools. It shall not be necessary that any other sections of this document be returned with the bid. The two envelopes containing Section I and VII shall be plainly marked “Bid #BD2000 ” and shall have the name and return address of the bidding company appropriately shown on the face of the envelope. See section 2.0.11 (b).

2.0.12 Error in Bid:

In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. Unit cost shall be defined, for the purpose of this document, to mean the cost of a specific bid unit and is to include any applicable in-bound freight cost, delivery and shipping fees.

2.0.13 Award:

- a. Contracts will be established between the lowest, responsive bidder and Tupelo Public School District except as may otherwise be specified in the Invitation for Bid. Award will be based on the total or bottom line on all items listed. Lowest responsive bidder will be determined by the lowest bottom line.
- b. TPSD reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Tupelo Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but is not limited to the following:
 1. Delivery Ability:
Bidder must demonstrate or has demonstrated to TPSD the ability to promptly and efficiently deliver all the items on the bid list.
 2. Capacity:
Bidder must demonstrate to TPSD that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
 3. Reliability:
For a bidder to be declared a responsible vendor they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.
 4. Accounting Procedures:
A bidder, to be considered for award, must clearly demonstrate to TPSD the capability to provide accurate, reliable and timely invoices, statements, and credits.
 5. Facilities and Equipment:
Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. The facilities and operating practices must, at all times, be in compliance of the laws of the State of MS and local Statute, Regulation or Ordinance and of the laws of the United States.

6. Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient delivery schedule to each TPSD cafeteria site. TPSD does not presume to dictate the type of trucks or tractor trucks necessary to accomplish an efficient delivery schedule. However, bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites, in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Bidders having no experience in making deliveries to the sites in the region being bid should visit all sites and discuss the delivery requirements with food service personnel at each of these sites which may prove detrimental to the task of accomplishing an efficient delivery process.

- c. After bids have been opened and tabulated, the bid evaluation team will check all aspects of the low bidder's proposal. If the proposal is found to be error free and does, in fact, represent the lowest responsive, responsible offering, that bid will then be presented to the Tupelo Board of Education with recommendation for approval. If, however, an error is discovered and the error is a mistake in the addition, the correct addition will be applied. Should a corrected addition cause the bid price to be escalated to such an extent that the bid was no longer "low" then the same evaluation would be applied to the next low bidder's offering until a true low bid would be selected.

2.0.14 Taxes:

Purchases made under provisions of any contract established as a result of this invitation are **EXEMPT** from Federal, state and local taxes and bidders should quote prices which do not include such taxes.

2.0.15 Gifts, Rebates, Gratuities:

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of Tupelo Public School District shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Mississippi.

2.0.16 Bid Information:

Subject to the requirements of the Mississippi Public Records Act, bid participants may examine bid files during normal working hours. Non participants may have access to the files only after the award has been made.

No files will be removed from the TPSD offices and department personnel will not make copies nor will copy machines, facsimile machines or other such equipment be made available to the public for the purpose of copying bid documents.

2.0.17 Proprietary Information:

A bidder may declare certain information submitted as a part of the bid to be proprietary or confidential in nature. **Declaration of proprietary information should be included in the bid packet.** If such declaration is made, it will be handled in compliance with Section 25-61-9, Mississippi Code 1972, and any applicable opinion issued by the State Attorney General's Office. Should the declaration be challenged by any person or firm, a notification of the challenge will be issued by the TPSD to the affected bidder. If the affected bidder wishes to and does obtain a court issued restraining order against the challenge, the information will remain confidential and will not be released. If no court order is to be obtained, and TPSD is not notified in writing within fourteen (14) days after notification the information will be released in compliance with Mississippi's open records law. Any court or legal costs will be the responsibility of the distributor seeking the restraining order.

2.0.18 Termination:

This contract shall be in effect for twelve (12) months with the option to renew, unless terminated by TPSD or the contractor as herein provided.

TPSD may terminate this agreement for any reason after giving thirty (30) days written notice specifying the effective date thereof to the other party period. In accordance with 7 CFR 250.14 (d) (6), the contract may be terminated for cause by TPSD or the contractor upon thirty (30) days written notice.

In accordance with 7 CFR 250.14 (d) (5), the contract may be cancelled by TPSD due to noncompliance on the part of the warehouse management. If this contract is terminated for noncompliance by TPSD and a rebid is required, the prime contractor who was terminated by TPSD will not be permitted to bid. Further that contractor, by having the contract terminated for noncompliance, shall have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period or twelve (12) months, whichever is greatest.

In the event of a termination initiated by the contract distributor, the distributor will be required to honor all orders or requisitions issued by organizations prior to the effective date of the termination and received by the distributor within a seven (7) day period subsequent to the effective date of the termination.

Any orders covered by this clause will be delivered at a price that does not exceed the price set by the contract. Termination by the TPSD does not relieve the distributor of any liability arising out of a default or non performance. (See Section 3.1.9 Default, Special Conditions).

The Tupelo Public School District, by written notice, may terminate this contract, in whole or in part, if funds supporting this contract are reduced or withdrawn (Non-Appropriation 2.26).

2.0.19 Application:

It is understood and agreed to by the vendor that this contract is entered into solely for the convenience and for any economical advantage afforded to Tupelo Public School District. All purchases made by or for TPSD of products included under provisions of this contract shall be purchased from the distributor receiving the award, and shall be the products as specified by the contract. The distributor will not be permitted to substitute any item, pack, or quality level without specific prior approval of the TPSD.

2.0.20 Bid Openings:

Bid openings will be conducted open to the public. Only bottom line bid totals will be read at the bid opening. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. Any vendor making provisions to service a contract on the basis of information obtained at the bid opening does so at their own risk. The Tupelo Public School District has no obligation to any contract except as would be authenticated by a written notification of award from TPSD.

2.0.21 Substitute Distributor:

The term substitute distributor for purposes of this document shall mean the distributor selected to take over the administration of a contract cancelled by the original contractor or by TPSD. The selection of a substitute contractor may result in awarding the contract to the next low responsible bidder based on the bids received when the original award was made, or the selection may be made on the basis of a new competitive bid process. If a new competitive bid process is required, a bid from the distributor causing cancellation will not be considered. (See Section 3.1.9 {default}).

2.0.22 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Mississippi and the United States. (continued to next page)

- b. Contractors providing service under this Invitation for Bids, herewith, assures the Tupelo Public School District that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- d. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- e. The contractor understands that the TPSD, in accordance with Federal Law and U.S. Department of Agriculture Policy, is prohibited from discriminating based on race, color, sex, age, national origin, or disability. All such discriminations are unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations,, as now existing and as may be amended or modified.

(To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call 800-795-3272 or 202-720-6382 {TTY}. USDA is an equal opportunity provider and employer.)

- f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected.
- h. Bidders shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Continued to Next Page

- i. All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the state for royalty-free, non-exclusive licensing. Both parties shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable properly recreated under the contract.

In the event of any claim by any third part against the purchaser that the products furnished under this contract infringe upon or violate any patent or copy write, the purchaser shall promptly notify the contractor. The contractor shall defend such claim, in the purchaser's name or its own name, as appropriate, but at the contractor's expense. The contractor will indemnify the TPSD against all cost, damages, and attorney's fees that accrue as a result of such claim, if the purchaser reasonably concludes that its interest are not being properly protected, or of principles of governmental or public law are involved, it may enter an action.

If any product furnished is likely to or does become the subject of a claim, or infringement of a patent or copyright, then the contractor may, at its option, procure for the purchaser the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. (continued)
If none of the above options can be accomplished, or if the use of such product by the purchaser shall be prevented by injunction, purchaser will determine if the contract has been breached.

- j. By signing this document, the contractor certifies 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 is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- k. The contract distributor shall be liable for gross receipt taxes in accordance with Mississippi statutes.
- l. The Contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Tupelo Public Schools.
- m. Authority to Contract: Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and

Continued to next page.

(d) notwithstanding any other provision of this agreement to the contrary, that there is no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

- n. Modification or Renegotiation: This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- o. Representation Regarding Contingent Fees: The contractor represents that it has not retained a person to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, on contingent fee.

2.0.23 Non-Appropriation

This contract will span more than one appropriation period, therefore, a non-appropriation clause shall be in effect. This clause provides that should a contract be cancelled for reasons of non-availability of funds, cancellation would take effect on the last day of the appropriation period for which funding was available. In this case, the date would be June 30 of any year during which the contract is in effect. In the event of a cancellation for reasons of non-availability of funding, TPSD will issue no purchase orders subsequent to the June 30 date, and will not be obligated to purchase any items remaining in inventory. All purchase orders issued prior to the effective date of the cancellations will be valid and the distributor will be paid for merchandise covered by those purchase orders. It should be noted that vendors will be notified as soon as practical of a pending cancellation under this section.

2.0.24 Assignment:

The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of TPSD. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

3.0 SCOPE

3.0.1 Purpose:

The purpose of this Invitation to Bid is to establish a contract or contracts between Tupelo Public School District, Nutrition Office and Cafeteria Chemical and Dish-machine Rental Companies for chemical products used in the school food service program. This contract will establish a firm price that TPSD will pay for any item covered by the contract during the term of that contract. This invitation to bid is for the purchase, warehousing and distributing chemical products to the Tupelo Public School District – Cafeterias.

3.0.2 Term

The term of these contracts shall be for a period of twelve (12) months with the option to renew for an additional one-year period. The effective date is expected to be August 1, 2019 through July 31, 2020. The Tupelo Public School District (TPSD) reserves the right to extend the term for up to 90 days to continue a source or sources of supply until new or replacement contracts are completed. Any contract extension is contingent upon approval by TPSD and the contractor. Extension would be August 1, 2020 thru July 31, 2021.

3.0.4 Restriction:

No purchase shall be made, under the provisions of the contract, of items not specifically listed and authorized by the contract. Non-contract items will be price quoted as required by federal and state procurement procedures.

3.0.5 Additions/Deletions/Changes:

The TPSD reserves the right to add or delete items and to make changes that are within the original scope of the contract during the term of the contract.

3.06 Damaged Items:

The term “damaged” for purposes of this document, shall refer to an item that has sustained a damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

3.1.1 Bids Based on TPSD Nutrition Department Specifications:

Bidders are required to bid on items set forth in the product identification listing. Where specific pack size and/or quantity levels are listed, bids offered on any other specified product will not be considered.

3.1.2 Unit Price:

Each bidder is required to bid the volume unit size or convert their product to the volume unit size listed in this bid document.

3.1.3 Firm Bid Price: All dish machine rental amounts and all cafeteria chemical Prices are required to remain firm for the 12 month duration of this bid, with the possible extension for another 12 months with all prices remaining the same.

3.1.4 Cash Discounts: *Cash discounts are not required and will not be used in the award process.*

3.1.5 Promotional Allowances, and Volume Incentives:

Promotional allowances and volume incentives *will not be an award criteria.* No over-order premiums will be allowed.

3.1.6 Freight: **No fuel surcharge will be allowed by TPSD on any future deliveries or invoices.** No additional fees are allowed for freight on any item, part or equipm

3.1.7 Packaging:

All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

3.1.8 Default:

In case of default on the part of a contractor, the Tupelo Public School District will authorize acquisition of items affected by the default from other sources with TPSD holding the defaulting contractor responsible for excess cost occasioned by the default. Provided, however, that the substitute items shall be equal in quality and quantity. In the event that any contractor shall default, cancel or caused to have cancelled, the contract, that contractor shall have forfeited the right to bid for contracts originating from this office for twelve (12) months plus one contract period, whichever is the longer.

3.1.9 Reports:

The successful bidder will be required to furnish TPSD with reports of sales made under provisions of the contracts. These reports may include but are not limited to total line item sales.

3.1.10 Contract Application:

The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in the satisfaction of the Invitation for Bids shall become a part of the agreement between the TPSD and the successful bidder. TPSD shall have the right to rely upon the documents and assurances submitted by the successful bidder.

3.1.11 Product Changes:

No product changes can be made without the expressed written TPSD approval. No substitute products can be provided unless the product has been discontinued by the manufacturer. Director is required to be contacted if a product is discontinued before any substitute product is allowed to be shipped. Price for substitute product must be at or below the State of MS contract price. Product must be equal in formula to the product that has been discontinued and in the same volume unit size. Dilution Products must remain dilution products.

3.1.12 Equipment and Other Requirements:

All facilities and equipment are subject to inspection by the TPSD and other appropriate regulatory parties.

The potential contractor's warehouse, trucks, and equipment shall

1. be clean,
2. be free of insects and rodents

3.1.13 Delivery Times and Places – Deliveries shall be required to all sites as listed in Section IX. Each participating site will be entitled to monthly deliveries.

- A. For school districts this is normally ten months each year with vacation periods at major holidays and parts of June and July.
- B. The frequency of delivery shall be at least monthly to every cafeteria site.

- C. When dish machine or pot and pan chemicals are out, deliveries shall be made on the next scheduled school day or agreed by date with Director.
- D. Order Placement – Each cafeteria manager will be required to sign each order placed before an order is placed. .Company Representative is required to discuss order quantities with Cafeteria Manager or designee.
- E. Deliveries shall not be made between the hours of 7:30 a.m. and 8:00 a.m.
- F. Delivery drivers or company representatives are required to hook up 5 gallon buckets when the dish-machine chemicals are empty at delivery time
- G. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, and the condition of the products delivered. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and the receiver.
- H. Special or intermediate deliveries shall be required if a school cafeteria site runs out of chemicals before the next scheduled delivery date.
- I. The successful contractor will pick up damaged and/or empty containers of product. The organization will be given credit for all damaged and/or empty containers of product.
- J. The contractor will be responsible for picking up empty containers of chemicals in 5 gallon buckets from each school cafeteria site.

3.1.15 Billing and Payment Terms

All invoices for products received and accepted shall be processed by the school nutrition office for payment within (10) working days. Payment shall be made after TPSD Board approval of the claims docket.

Recurring or excessive pricing errors shall be reason for contract termination.

3.1.16 Audits : Not Applicable for this bid document.

4.0 Bid Instructions

4.0.1 Bid Package:

The bid package consists of the following:

- . Section I Invitation to Bid (mail, hand delivery, electronic)
Return Instructions and Contact Information
- . Section II General Conditions
- . Section III Special Conditions
- . Section IV Bid Instructions
- . Section V Product Specifications
- . Section VI Insurance, Service Inspections, Service Reports
- . Section VII Product & Equipment Pricing Forms-Working Papers
- . Section VIII Bottom Line Bid Form and Signature Page
- . Section IX School Site for Delivery and Billing Address
- . Section X USDA Required Statement

4.0.2 Invitation to Bid Form: (Return this form completed.)

All information requested on the Invitation to Bid Form (Page 1) must be completed and include original signature. Incomplete and/or unsigned (original signature) forms may be rejected. Special attention should be given to general and special conditions. Page 2 must be completed with bottom line bid total. "Working Papers" Section VII are identified in the section 4.0.3 below for return instructions.

Two separate envelopes are to be returned to Tupelo Public School District.

4.0.3 Product Identification Form: (Working Papers) Return this form in a second separate envelope marked "working papers" section VII.

Pricing must be presented on the form supplied herein. The use of any other form, unless prior approval for such deviation is granted by TPSD, will be rejected.

The Product Identification Form is considered to be working papers to be used by TPSD for individual item pricing and for bottom line pricing. These papers will not be considered at the official bid opening. These forms shall be enclosed in a separate envelope and will be opened and validated for the apparent low bidder subsequent to bid opening. Please mark Section VII "Working Papers".

Working papers containing proprietary information should be identified as such on the envelope.

5.0.1 Product Specifications:

Products are identified in Contract Section VIII that are requested in this bid.

5.0.2 Product Protection Guarantees:

Tupelo Public School District has “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

5.03 Import Products:

The Buy American Provision of the National School Lunch Act requires that each school district purchase and use only products - cafeteria chemicals- that are manufactured, packaged and labeled from companies that are located in the United States of America, except when the product required is only made outside the U.S.A.

5.04 Brand “Quoting On”:

Bidders are to write or computer print the chemical name that is being bid in this document beside each cafeteria chemical blank as directed.

5.05 Units of Purchase:

The Unit of Purchase is specified on the Product Identification Form. All bidders must convert their chemicals to the unit of measurement listed on the cafeteria chemical listing if their size of packaging is different from the unit of measurement listed. Not making the conversion to the listed chemical size may cause the bid to be rejected for not following directions for bid submittal. Bidders are instructed to price their “other cafeteria chemicals” by the 4 ounce bid unit.

Conversion Example: 2 liter container: 68 oz divided by 17 equals 4 ounces.

2 liter price: \$\$\$\$ divided by 17 equals cost for 4 ounce

½ gallon container: 64 oz divided by 16 equals 4 ounce

½ gallon price: \$\$\$\$ divided by 16 equals cost for 4 ounce

(Continued to next Page)

5.06 State of MS Contract Pricing:

Each company submitting a bid must provide a listing of their company's chemicals on the State of MS contract.. Each cafeteria chemical must be highlighted that is being bid in this document. This document must be included in the envelope marked "working papers along with the "working papers documents".

Lowest and best bid will be compared to the State of Mississippi Contract Pricing on all listed Cafeteria Chemicals. Chemical pricing must be at or below State of Mississippi Contract Pricing. The district reserves the right to purchase cafeteria chemicals from the State of Mississippi Contract Pricing, if bid pricing on cafeteria chemicals is above State of MS contract prices.

CONTRACT SECTION VI – INSURANCE, SERVICE INSPECTIONS, SERVICE REPORTS

EQUIPMENT-REMOVAL/INSTALLATION/PROPERTY OF SERVICE

VENDOR

Tupelo Public Schools will remove any dish machine left on school district property after

30 days from the end of the contract period in the event of award to a new bidder.

INSURANCE OF EQUIPMENT

Tupelo Public Schools agrees to provide property insurance at all times that will cover the Dish machines under rental agreement at all sites in event of fire or property disaster.

SERVICE INSPECTIONS

Monthly Service Inspections are required on all sites. These inspections are to include

The following checks to be performed by the technician:

Dish machine Temperatures to include: wash temperature,
rinse temperature
final rinse temperature

Dish machine Time – check cycle timer

Dish machine Pressures to include: tank wash arms, pump intakes,
pumps/motors, final rinse arms/jets,
final rinse psi/gauge, final rinse
solenoid valve

Dish machine chemicals to include: detergent, rinse additive, sanitizer

Dish machine check for: cleanliness, de-scaling, curtains, drains, switches

Dispensing Equipment: check for correct dilution of chemical product into machine

WRITTEN SERVICE REPORT REQUIREMENTS

Monthly Service Report to include the following items minimum:

1. Dishmachine Temperatures in degrees Fahrenheit for wash cycle, rinse cycle and final rinse cycle(specific temperatures must be listed) dishmachine water level (specify high, low or at required level)
2. Dishmachine Cleanliness/Descaling – adequate or needs attention
3. Dishmachine Chemicals – adequate or needs attention, specify sanitizer parts per million, titration of chemical (drops) or detergent (cc's) & sanitizer (cc's), water hardness

CONTINUED TO NEXT PAGE

4. Dishmachine Rack Counter on Date of Inspection
5. Dishmachine Dispensing Equipment – proper operation or needs adjustments/repairs; specify any item(s) adjusted or repaired
6. Dishmachine Timer – proper operation or needs adjustment/repairs; specify any adjustment or repair made to timer operation

Monthly Service Report* to be given to Cafeteria Manager before leaving Cafeteria.

The Signature of Cafeteria Manager is required.

Equipment that does not operate efficiently or requires adjustment or repair is required to be reported to the Cafeteria Manager at the time of the Service inspection.

*A note should be added to the service report indicating what action the company intends to take to correct the problems noted and how soon this action will occur.

FS Managers will keep a copy of this report and send a copy to the Food Service Office.

ITEMS REQUIRED WITH THE DISH-MACHINE RENTALS & CHEMICALS BID:

1. Two spray bottles per chemical for kitchen & dining room cleaning use
2. Mileage for service issues on dish machine or dispensers
3. Wrenches or tools required to open chemical containers – including 5 gallon containers
4. Must include any dispensing equipment and hook ups for dish machines, chemical dispensers and pot/pan sinks including any replacement faucets on pot/pan sinks
5. Service Reports on dish-machines to be provided monthly and without charge.
6. Test Strips for chemicals to be provided for chemicals and without charge as requested by each cafeteria manager or nutrition director.
7. Binders with MATERIAL SAFETY DATA SHEETS for chemical safety and use information on each chemical with current information for each cafeteria.

“WORKING PAPERS” - TO SUBMIT IN 2ND ENVELOPE (2-6)
TUPELO PUBLIC SCHOOL DISTRICT
BD 2000 FOR 2019-2020

DISH MACHINE RENTALS PLUS ALL LISTED CAFETERIA CHEMICALS

CONTRACT SECTION NUMBER VII – “WORKING PAPERS”

PAGE 1

School Sites Requiring Dish-machine Rental Service: Total of 11 sites
MANUAL – DOUBLE RACK MACHINES – REQUIRED FOR 10 SITES

Carver Elementary Cafeteria	King Early Childhood Cafeteria
Joyner Elementary Cafeteria	Lawhon Elementary Cafeteria
Lawndale Elementary Cafeteria	Milam Elementary Cafeteria
Parkway Elementary Cafeteria	Pierce Street Elementary Cafeteria
Rankin Elementary Cafeteria	Thomas Street Elementary Cafeteria
Tupelo High School Cafeteria (Conveyor Dish Machine 44” Long C-44)(uses booster heater) (provided by TPSD)	

To be included in the Dish-machine Rental Pricing:

- 1. Use of dish-machine based upon the estimated number of cycles as listed.**
- 2. 24 hour service to the dish machine and dispensing equipment on call in repairs; parts and labor to be provided by the service vendor, no additional charges.**
- 3. Upon each site’s service, dish machine reports: to include wash and rinse temperatures, test strips results of sanitizer, the condition of the machine-whether de-liming of machine is needed, and the number of cycles the dish-machine has operated since the last report, report on dispensing equipment – detergent and sanitizer checked for proper operation. Reports to be signed by cafeteria manager or in absence of manager, designated alternate cafeteria representative.**
- 4. Installation of dish-machines, installation of all dispensing equipment, all parts to hook up dispensing equipment.**
- 5. Removal of dish-machines at the end of rental service.**
- 6. Installation of replacement dish-machines for any dish-machines that are not repairable within 15 school student days of not having any dish-machine service.**
- 7. Includes purchase of 5 compartment disposable trays for lunch meal service each time a dish-machine will not operate for more than 5 school student days. TPSD Nutrition Dept. will invoice the service vendor for the cost of the trays used daily until dish-machine service is returned to the cafeteria site.**
- 8. Includes all taxes on machines and parts. Includes all delivery fees, shipping fees on parts, fuel charges and fees, and any outside repair company fees when used by the dish-machine service company.**

One invoice per site for the yearly rental amount to be paid at the beginning of contract period. Amount per invoice is the amount listed beside each cafeteria site as identified in the listing below.

Required Installation Date: before August 7, 2019 to all sites listed

The school district is not responsible for any "property tax" for these machines. The bidder is responsible for all local or state taxes. Schools are exempt from all taxes. Tax exempt ID number is available on request

IF USED MACHINES ARE INSTALLED, PROOF OF MACHINE AGE MUST BE PROVIDED AND TO BE 5 YEARS OF AGE OR LESS. ELECTRICAL, WATER HOOK-UPS, AND DRAINS – MUST USE EXISTING UTILITIES AVAILABLE FOR INSTALLATION.

ALL MACHINES (EXCEPT THS) ARE TO BE DOUBLE RACK - MANUAL MACHINE MODEL # D2 OR EQUAL

THE TUPELO HIGH SCHOOL MACHINE IS TO BE AUTOMATIC CONVEYOR C44 OR EQUAL (TPSD provides the booster heater for this machine)

EQUALITY OF "OR EQUAL" WILL BE DETERMINED BY TUPELO PUBLIC SCHOOL DISTRICT.

DISH- MACHINE CYCLE ESTIMATES AND RENTAL PRICING FOR 1 YEAR.

Yearly estimate of dish machine racks by site are listed below. WRITE OR PRINT THE RENTAL AMOUNT OF EACH MACHINE BELOW:

Carver Cafeteria	10,000 per year	\$ _____
King ECEC Cafeteria	10,000 per year	\$ _____
Joyner Cafeteria	10,000 per year	\$ _____
Lawhon Cafeteria	10,000 per year	\$ _____
Lawndale Cafeteria	10,000 per year	\$ _____
Milam Cafeteria	10,000 per year	\$ _____
Parkway Cafeteria	10,000 per year	\$ _____
Pierce Street Cafeteria	10,000 per year	\$ _____
Rankin Cafeteria	10,000 per year	\$ _____
Thomas St. Cafeteria	10,000 per year	\$ _____
Tupelo High School	15,000 per year	\$ _____

Extension is possible for 12 months with same pricing and both parties in agreement.

TOTAL AMOUNT FOR ALL MACHINES PER YEAR FROM LISTING ABOVE:

\$ _____

Transfer this grand total to the page 22 of this bid document.

PART 2: MACHINE CHEMICALS – PRICE PER 5 GAL UNIT FOR AMOUNTS LISTED.

The amount of actual units purchased will vary by each cafeteria site for the year.

No prices will be paid above the State of MS Contract Pricing for 2019-2020.

Chemical prices are allowed to be below the State of MS Contract Pricing for 2019-2020.

Write or Print the price of dish-machine chemicals in the blanks below :

DISHMACHINE	SIZE OF	PRICE
CHEMICAL	CONTAINER	OF UNIT

(LIST NAME OF CHEMICAL)

MANUAL DOUBLE RACK SITES – DISH-MACHINE DETERGENT

_____ 5 GAL \$ _____ bid amount

PRIOR USE: LOW TEMP CHLORINATED MACHINE DETERGENT – 5 GAL UNIT

CONVEYOR DISH MACHINE DETERGENT FOR HIGH & MIDDLE SCHOOL:

_____ 5 GAL \$ _____ bid amount

PRIOR USE: ALL TEMP DISH MACHINE DETERGENT – 5 GAL UNIT

MANUAL MACHINES – RINSE AID:

_____ 5 GAL \$ _____ bid amount

PRIOR USE: ALL TEMP RINSE AID – 5 GAL UNIT

CONVEYOR MACHINE – RINSE AID:

_____ 5 GAL \$ _____ bid amount

PRIOR USE: ALL TEMP RINSE AID – 5 GAL UNIT

MANUAL MACHINES – SANITIZER:

_____ 5 GAL \$ _____ bid amount

PROR USE: LOW TEMP MACHINE SANITIZER – 5 GAL UNIT

TOTAL OF ALL PRICES OF DETERGENTS, RINSE AID, SANITIZER ONLY - ABOVE

\$ _____ (TOTAL OF 5 AMOUNTS LISTED ABOVE)

TRANSFER THIS AMOUNT TO PAGE 22 OF THIS DOCUMENT.

Part 3: OTHER CAFETERIA CHEMICALS

The amount of actual units purchased will vary by each cafeteria site for the year.

No prices will be paid above the State of MS Contract Pricing for 2019-2020.

Chemical prices must be at or below the State of MS Contract Pricing for 2019-2020.

Write or Print the price of cafeteria chemicals, the name of the chemical that will be used.

CHEMICAL NAME	SIZE OF UNIT	PRICE OF UNIT	CHEMICAL NAME BID
POT & PAN (dilution product) (Prior Year: Citrusuds)			
DETERGENT	<u>1 GAL</u>	\$ _____	_____
POT & PAN (dilution product) (Prior Year: Citrusuds)			
DETERGENT	<u>4 OZ</u>	\$ _____	_____
POT & PAN (dilution product) (prior year: Sanibet)			
SANITIZER	<u>1 GAL</u>	\$ _____	_____
POT & PAN (dilution product) (prior year: Sanibet)			
SANITIZER	<u>4 OZ</u>	\$ _____	_____
DE-GREASE	<u>1 GAL</u>	\$ _____	_____
ALL-PURPOSE (READY TO USE IN SPRAY BOTTLES OR MOP USE) Dilution System			
CLEANER	<u>4 OUNCES</u>	\$ _____	_____
DEEP FREEZE (READY TO USE)			
CLEANER	<u>1 GAL</u>	\$ _____	_____
DE-SCALE (READY TO USE – FOR SPRAY BOTTLE USE) Prior Year: scale-x			
DE-LIMER	<u>1 GAL</u>	\$ _____	_____

SEE NEXT PAGE FOR ADDITIONAL CAFETERIA CLEANERS REQUIRING PRICING.

NAME OF ITEM

PRICE OF BID UNIT

CHEMICAL NAME

OVEN MONSTER (COMMERICAL – READY TO USE – SPRAY BOTTLE USE

OR equal brand, non aerosol type

GOK CLEANER 1 QUART \$ _____

DRAIN DIGESTER – INDUSTRIAL USE – SAFE FOR COMMERCIAL KITCHEN USE

(Floor Drain Pipes – with electrical timer) (for set dosing into floor drain pipes)

Prior Year: Push Enzyme Liquid

MAINTAINER 5 GAL \$ _____

ANTIBACTERIAL DISPENSER

FOAMING SOAP FOR

HAND SINKS 4 OUNCES \$ _____

GLASS

CLEANER 1 QUART \$ _____

(NON-AMONIATED, COMMERCIAL/INDUSTRIAL USE-PREMIUM) (READY TO USE)

(prior year: clear image)

GLASS CLEANER NAME: _____

STAINLESS (HIGH GLOSS FORMULA- FOR COMMERCIAL/INDUSTRIAL USE)

STEEL (READY TO USE – NO MIXING)

POLISH 1 QUART \$ _____

(prior year: SSP stainless steel cleaner)

STAINLESS POLISH NAME: _____

FLOOR CLEANER (prior year: Fastdraw 33)

NO – RINSE / NON SLIP

CONCENTRATED 4 OUNCES \$ _____

For dilution system

NO RINSE CLEANER NAME: _____

NEUTRAL (FRAGRANCE/SCENTED)

DISINFECTANT DAILY

FLOOR CLEANER 4 OUNCES \$ _____

Prior year: Fastdraw PH 7 ultra

For dilution system into mop bucket or spray bottles

NEUTRAL CLEANER NAME: _____

See next page for directions for totaling of other cafeteria chemicals.

TOTAL AMOUNT OF OTHER CAFETERIA CHEMICALS PRICING BY THE UNIT AS LISTED.

THIS TOTAL AMOUNT DOES NOT CONTAIN DISH MACHINE CHEMICALS.

\$ _____ TOTAL OF PAGE 4, 5 AND 6

TRANSFER THIS AMOUNT TO PAGE 22 OF THIS BID DOCUMENT.

SUBMIT THIS PAGE WITH YOUR BID FORMS IN SEALED 2nd ENVELOPE AS DIRECTED IN
THE BID INSTRUCTIONS.

MUST DESIGNATE IF PROPRIETARY INFORMATION IS APPLICABLE ON THE FRONT OF
THE ENVELOPE.

REMINDER:

REQUIRED DOCUMENT TO ENCLOSE WITH WORKING PAPERS IN #2 ENVELOPE.

YOUR COMPANY'S STATE CONTRACT PRICE LISTING WITH HIGHLIGHTED CHEMICALS
THAT YOU ARE BIDDING MUST BE ENCLOSED WITH THE "WORKING PAPERS" IN ORDER
TO DETERMINE IF YOUR PRICES MATCH OR ARE LOWER THAN THE STATE OF MS
CONTRACT PRICING FOR 2019 – 2020. THIS INCLUDES DISH MACHINE CHEMICALS
AND ALSO OTHER CAFETERIA CHEMICALS LISTED IN THIS DOCUMENT.

RETURN THIS PAGE WITH SECTION 1

PAGE 22

CONTRACT SECTION VIII – GRAND TOTAL – BOTTOM LINE BID AMOUNT

BD 2000 – DISH MACHINE RENTALS AND CAFETERIA CHEMICALS –

SUBMIT IN ENVELOPE MARKED BD 200 WITH PAGE 1 IN SEPARATE ENVELOPE. DO NOT SUBMIT WITH WORKING PAPERS DOCUMENTS. FOLLOW DIRECTIONS AS LISTED IN THIS BID DOCUMENT.

GRAND TOTAL OF DISHMACHINE RENTAL PRICING:

\$ _____ FROM PAGE 2 OF WORKING PAPERS

PLUS

GRAND TOTAL OF DISH-MACHINE CHEMICALS AS LISTED ON PAGE

\$ _____ FROM PAGE 3 OF WORKING PAPERS

PLUS

GRAND TOTAL OF CAFETERIA CHEMICALS AS LISTED ON PAGE

\$ _____ FROM PAGE 6 OF WORKING PAPERS

GRAND TOTAL OF ALL THREE LINES LISTED ABOVE:

\$ _____

THE GRAND TOTAL OF ALL THREE LINES LISTED ABOVE WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE BIDDER.

BIDDER SIGNATURE: _____

BIDDER PRINTED NAME: _____

PHONE NUMBER: _____

COMPANY NAME: _____

EMAIL ADDRESS OF BIDDER: _____

DATE: _____

BID CONTACT: Julie Weaver, Purchasing Agent
 445 N Church St, Tupelo MS
 (662 841-8852)

Lynne Rogers, Director of School Nutrition Services
 903 Fillmore Drive. Tupelo MS
 (662 840-1840)

ORDER CONTACT: Lynne Rogers, Director of School Nutrition Services

Or Suzie Parker – Administrative Assistant Director
 903 Fillmore Drive, Tupelo, MS
 (662-840-1840)

Each Cafeteria – Site Manager – Listing provided at school opening

BILL TO: Tupelo Public School District Office of Food Service
 903 Fillmore Drive
 Tupelo, MS 38801

Email contacts: lhrogers@tupeloschools.com
 Or

lsarker@tupeloschools.com

DELIVERY POINTS:

- | | |
|---|------------------|
| 1. Carver Elementary School
910 North Green Street
Tupelo, MS 38804 | 662 – 841 - 8874 |
| 2. Joyner Elementary School
1201 Joyner Avenue
Tupelo, MS 38804 | 662 – 841 - 8902 |
| 3. King Early Childhood Center
1402 North Green Street
Tupelo, MS 38804 | 662 – 840 -1844 |
| 4. Lawhon Elementary School
140 Lake Street
Tupelo, MS 38804 | 662 – 841 - 8914 |

- | | |
|--|------------------|
| 5. Lawndale Elementary School –
1563 Mitchell Road,
Tupelo, MS 38801 | 662 – 840 - 5239 |
| 6. Milam Elementary School -
720 Jefferson Street
Tupelo, MS 38804 | 662 – 841 - 8925 |
| 7. Parkway Elementary School -
628 Rutherford Road
Tupelo, MS 38801 | 662 – 842 - 2076 |
| 8. Pierce Street Elementary School -
1008 Pierce Street
Tupelo, MS 38801 | 662 – 841 - 8942 |
| 9. Rankin Elementary School
1908 Forrest Street
Tupelo, MS 38801 | 662 - 690 - 5031 |
| 10. Thomas Street Elementary School
520 Thomas Street
Tupelo, MS 38801 | 662 – 840 - 1844 |
| 11. Tupelo High School
4125 Cliff Gookin Blvd
Tupelo, MS 38801 | 662 – 841 - 8976 |
| 12. Tupelo Middle School
1009 Varsity Drive
Tupelo, MS 38801 | 662 – 840 - 8795 |

We reserve the right to reject any or all bids submitted. Bids will be awarded as lowest and best bid as found to be in the best interest of the Tupelo Public School District. The District reserves the right to waive bid informalities, as it deems appropriate. Poor service or non-compliance with bid requirements demonstrated on previous bids shall be considered valid reasons for considering bid unacceptable. Failure to examine any bid requirement, drawing, specification, and/or instruction will be at the bidder's risk. Negligence on the part of the bidder in preparing the bid does not remove the bidder's obligation to fulfill the bid as awarded nor does it provide grounds for the withdrawal of the bid after it has been opened.

CONTRACT SECTION X – USDA STATEMENT

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.