

**THIS ADDRESS LABEL MUST BE AFFIXED TO
YOUR RETURN BID ENVELOPE TO AVOID
INADVERTENT OPENING OF YOUR BID**

**TO: MARION COUNTY SHERIFF'S OFFICE
PURCHASING DIVISION
P.O. BOX 1987
OCALA, FLORIDA 34478
OR
692 N.W. 30TH AVENUE
OCALA, FLORIDA 34475**

Bid Title MEAT PRODUCTS No. 14/15-0005

**Opens JANUARY 29, 2015 2:15 P.M.
Date Time**



MARION COUNTY SHERIFF'S OFFICE
PURCHASING DIVISION
INVITATION TO BID/QUOTE
BID TERMS AND CONDITIONS

Phone: 352-368-3571 Fax: 352-369-6767

TO SEND U.S. MAIL:
P.O. BOX 1987
OCALA, FL 34478

FED-EX OR HAND DELIVERY ONLY:
692 N.W. 30TH AVENUE
OCALA, FL 34475

- 1. X A bid bond or cashier's check is not required.
2. A bid bond in the form of a cashier's or certified check is required and is attached for 5% of the amount of the bid. Amount of check \$
3. The successful bidder shall be required to submit a performance bond for 100% of the amount bid when submitting a completed contract.

BID TITLE: MEAT PRODUCTS

BID NUMBER: 14/15-0005

BIDS MUST BE RECEIVED NO LATER THAN: Thursday, January 29, 2015

AT: 2:00 P.M.

BIDDER ACKNOWLEDGEMENT

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER. NOTE TO BIDDERS: THE UNDERSIGNED BIDDER DOES DECLARE THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND CONDITIONS OF THE BID AND IS THOROUGHLY FAMILIAR WITH ITS PROVISIONS AND WITH THE QUALITY, TYPE AND GRADE OF MATERIALS REQUIRED.

BIDDER MUST COMPLETE BELOW

VENDOR NAME:

Authorized Signature (manual)

VENDOR ADDRESS:

CITY - STATE - ZIP:

Authorized Signature (typed)

PHONE: FAX: EMAIL:

Title

IS ANY STOCKHOLDER OR MEMBER OF YOUR MANAGEMENT TEAM RELATED TO ANY EMPLOYEE OF THE MARION COUNTY SHERIFF'S OFFICE? PLEASE STATE YES OR NO. IF YES, PLEASE STATE THEIR NAMES AND RELATIONSHIP:

INVITATION TO BID/QUOTE

GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS:

- A. Bidders must submit bids on bid forms provided within the bid package and envelopes must be addressed with the self-addressed label enclosed.
- B. Bidders are expected to examine the complete bid package and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
- C. Bidders shall furnish information required by the solicitation in the form requested. The Sheriff reserves the right to reject bids with incomplete information or which are presented in a different form.
- D. If the item has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder purposes to furnish an item of a different manufacturer or vendor other than that specified, bidder must specify make, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form it will be deemed that the article furnished is that designated, even though the bid may state "equal to or better than."
- E. Time of delivery shall be stated in definite terms. If stated in a number of days, it shall include Saturdays, Sundays and holidays.
- F. Samples, when required, shall be furnished prior to the closing date or within time specified in the bid. The Sheriff reserves the right to reject bids submitted without required samples. Samples requested and submitted with a bid for analysis purposes will not be returned.
- G. All warranty and/or guarantee information on products bid must be included with the bid package on each item.
- H. Failure of a bidder to complete all required information, submit all required notarized forms or warranty/guarantee information may be cause for rejection of a bid.

2. SIGNATURES:

- A. Bidders shall sign the invitation to bid or quote on all designated areas. Signatures shall be that of an agent authorized to sign such documents.
- B. All erasures or other changes to the bid must be initialed by the person signing the bid.

3. SUBMISSION OF BIDS:

- A. Bids must be returned in a sealed envelope with the orange address label provided in the bid package. Subsequent bid modifications must be submitted in a sealed envelope addressed to the Sheriff's Office and clearly marked with bid title, opening date and time on the face of the envelope.
- B. Bids may be mailed U.S. mail to the P.O. Box listed above. All bids that are sent Fed-Ex, UPS or other designated express mail must be sent to the street address listed above. Any bids sent express mail shall have the orange address label on the outside of the express envelope.
- C. Bids received after specified date and time will be returned to the bidder unopened. The Marion County Sheriff's Office will, in no way, be responsible for delays caused by the U.S. Postal Service or any other delivery agent.

4. EXPIRATION OF BIDS:

- A. By virtue of proposing the prices quoted and giving time for consideration, all bids shall be considered firm for a period of forty-five (45) days following the date of the bid closing and expiring at midnight of the last day unless otherwise stated in the body of the bid. The bidder may state a date that his/her bid expires, provided the date is specific and is entered on the bid sheet.

5. MODIFICATION OR WITHDRAWAL OF BID:

- A. Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of the bid. A bid may also be modified in person by a bidder or his/her authorized representative prior to the exact hour and date set for receipt of the bids. Telephone withdrawals are not permitted.
- B. If a solicitation is negotiated, bids may be modified or withdrawn by written notice received any time prior to award. Bids may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known, and he/she signs a receipt for the bid prior to the award.

6. MISTAKES IN BID:

- A. If the bidder discovers a mistake in the bid prior to the hour and date specified for receipt of the bid, he/she may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 5 above.
- B. If the apparent low and best bidder discovers a mistake in the bid of a serious and significant nature which is unfavorable to him/her prior to the issuance of a purchase order or a contract, he/she may request consideration be given to modify the bid if he/she remains the lowest bidder, or to withdraw the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable.
The right is reserved by the Sheriff to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Sheriff is final as regards to acceptance or rejection of requests for corrections of bids.
- C. When unit prices and total prices on a bid form cannot be reconciled, the unit prices shall govern.
- D. A mistake in a bid cannot be considered once a purchase order or a contract has been issued.

7. "NO BID" REPLY:

- A. A respondent who is on the bid mailing list, but who decides not to submit a bid, must still respond by returning ONLY the Statement of No Bid Form, marking it "No Bid", and explaining the reason in the space provided.
- B. Failure of a bidder to respond three (3) times in succession without justification shall be cause for removal of the bidder's name from the bid mailing list.

8. BID/PERFORMANCE BONDS:

- A. A bid or performance bond shall be provided when specified by the terms of the invitation to bid or request for quotation. The amount shall be that determined by the Sheriff to be reasonable and necessary to protect the best interests of the Sheriff's Office.
- B. Performance or bid bonds may be in the form of a surety bond, cashier's check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the Sheriff in case the bidder shall fail or refuse to execute the contract.

9. BID TABULATIONS:

- A. Bid tabulation sheets will automatically be sent to bidders that submitted a bid. Any other bidder desiring a copy of the tabulation sheet must make a request through the Purchasing Division.
- B. All bids will remain on file and available for review in the Purchasing Division of the Sheriff's Office. Bidders must call to make an appointment to review bid files.

10. BID AWARDS:

- A. Bids will be analyzed and the award made to the lowest responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be the most advantageous to the Sheriff's Office, price and other factors considered. The right to determine the foregoing is reserved for the Sheriff and is not subject to appeal.
- B. The Sheriff reserves the right to accept or reject any and all bids or any part of any bid; to waive informalities, irregularities, technical defects and to select the bid deemed to be in the best interest of the Sheriff's Office.
- C. Bids received may be considered on an "all or none" basis or a line item basis and will be so designated in the bid package.
- D. Upon acceptance of the bid by the Sheriff's Office, and a purchase order issued to the successful bidder, shall be deemed to result in a binding contract between the two parties without further action by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

11. AWARD OF TIE BIDS:

- A. A through review of all tie bids shall be conducted by the Purchasing Division. Award recommendations will be based as follows:
 - 1. Delivery dates
 - 2. Reputation of vendors involved
 - 3. Past performance history
 - 4. Location of vendor
 - 5. Drug free workplace program – Per Section 287.087, Florida Statutes, preference will be given to businesses with Drug free work place programs.
- B. If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local bidder. If the other bidder is local, a coin toss will be conducted by the Purchasing Division with at least one witness from outside the Purchasing Division.

12. NEXT LOW BIDDER:

- A. In the event of a default by the awarded bidder, the Sheriff's Office reserves the right to utilize the next low bidder as the awardee.
- B. The next low bidder shall be required to provide the bid terms at the prices as contained in their bid for this specification for the remainder of the award period.

13. DEVIATIONS OR EXCEPTIONS TO BID:

- A. Bidders are hereby advised that the Sheriff's Office will only consider bids that meet the specifications and other requirements imposed upon them by this bid package.
- B. Any deviations or exceptions to the bid must be so noted on the deviations/exceptions form enclosed within and returned with the bid package.
- C. Failure by a bidder to detail each exception to a bid specification or requirement results in the bidder being required to meet each specification or requirement exactly as stated.

14. DELIVERY:

- A. All prices bid must be F.O.B, Ocala, Marion County, Florida 34475.
- B. All delivery dates, as specified in the bid, must be met.
- C. All deliveries made against an order must be accompanied by a packing slip listing all items shipped

15. COLLUSION:

- A. The bidder, by affixing his/her signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous 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 or otherwise illegal action

16. "PIGGY-BACK" CLAUSE TO OTHER PUBLIC AGENCIES:

- A. The bidder, by submitting a bid, authorizes other public agencies to "piggy-back", or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the bid sheet.
- B. It shall be the bidder's responsibility to obtain billing information, purchase orders, and any other information required from agencies desiring to utilize this bid.

17. CONTRACT DOCUMENTS:

- A. Unless another form of contract is otherwise stipulated and executed, the bid package, along with subsequent purchase orders, constitutes an entire legal and binding contract and agreement between the Marion County Sheriff's Office and the successful bidder.
- B. A new purchase order will be issued at the beginning of each new contract year, thereby constituting a renewal of the contract by each party.
- C. If the successful bidder does not wish to renew the contract, said bidder must notify the Sheriff's Office in writing no less than 30 days before the expiration of the contract year.

18. CONTRACT CHANGES:

- A. No changes over the contract award period shall be permitted without prior written approval of the Purchasing Director and confirmed through formal correspondence of the Sheriff's Office and the bidder.

19. CONTRACT CANCELLATION FOR DEFAULT:

- A. Any award or contract executed from a bid is critical to the daily operation of the Marion County Sheriff's Office. It is incumbent upon the successful bidder to carry out any obligation, term or condition of the contract. Failure to do so by the bidder constitutes default. Default may be defined as any of the following:
 - 1. The contractor provides material that does not meet the specifications of the contract.
 - 2. The contractor fails to adequately perform the services set forth in the specifications of the contract.
 - 3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract.
 - 4. The contractor fails to make progress in the performance of the contract and/or gives reason to believe that the contractor will not or cannot perform the requirements of the contract.
- B. The Marion County Sheriff's Office may resort to any single or combination of the following remedies:
 - 1. Cancel any contract.
 - 2. Reserve all rights or claims to damage for breach of any covenants of the contract.
 - 3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material noncompliant with the specifications, the actual expense of testing will be borne by the contractor.
- C. In case of default, the Sheriff's Office reserves the right to purchase materials and/or services to complete the required work in accordance with the needs of the Sheriff's Office. The Sheriff's Office may recover any actual excess costs from the contractor by:
 - 1. Deduction from any unpaid balances.
 - 2. Collection against the bid or performance bond.
 - 3. Any combination of the above or any other remedies as provided by the law.
- D. When deemed to be in the best interest of the Marion County Sheriff's Office, unless otherwise stipulated, any contract resulting from a bid may be cancelled by the following means:
 - 1. Ten (10) day's written notice with cause.
 - 2. Thirty (30) day's written notice without cause.

20. PURCHASE ORDERS:

- A. All goods and services will be ordered by means of a purchase order. The Sheriff's Office will not be responsible for articles or services furnished without a purchase order.

21. PRICES, TERMS AND PAYMENT:

- A. Timely payment of invoices is incumbent upon the Marion County Sheriff's Office and in no case shall payment exceed forty-five (45) days from receipt of an invoice.
- B. The bidder shall be paid upon submission of a proper invoice to the Fiscal Division of the Marion County Sheriff's Office at the prices stipulated by the bid award. Payment terms are thirty (30) days net, unless otherwise stipulated by a prompt payment discount. All invoices must contain the purchase order number by which the order was placed.
- C. Prices bid are firm and final. All prices bid shall reflect any available discounts offered, except timely payment. All prices are F.O.B. destination as specified in the bid. All shipping, packing, and drayage charges are the responsibility of the bidder.
- D. Discounts for prompt payment may be considered in determining the lowest net cost for bid evaluation purposes.
- F. The Marion County Sheriff's Office is a tax exempt agency and does not pay Federal Excise tax or State sales tax. Taxes shall not be included in invoices or in bid prices. The Sheriff's Office tax exemption number appears on the face of the purchase order.

22. CONDITION AND PACKAGING:

- A. It shall be understood and agreed that any item offered and shipped as a result of a bid shall be new and most current model at the time of the bid.
- B. All containers shall be suitable for shipment and storage and all prices shall include standard commercial packaging.

23. SAFETY STANDARDS:

- A. Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute of Safety Standards and any Florida standards there under.

24. GOVERNMENTAL RESTRICTIONS:

- A. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items or services offered in the bid prior to their delivery, it shall be the responsibility of the bidder to immediately notify the Purchasing Director indicating the specific regulation which required the alteration.
- B. The Marion County Sheriff's Office reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the Sheriff's Office.

25. COMPLIANCE WITH OTHER LAWS:

- A. Applicable provisions of all federal, state and local laws and ordinances, and all Purchasing rules and regulations shall govern the quality and warranty of commodities covered by all bids received, and shall govern any and all claims and disputes between person(s) submitting a bid response, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

26. RULES, REGULATIONS, LAWS ORDINANCES AND LICENSES:

- A. The successful bidder agrees that he/she shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and Purchasing which may be applicable to its services. Likewise, shall obtain and maintain all permits and licenses necessary for its performance of a contract.

27. MANDATORY REQUIREMENTS AND INSPECTION:

- A. Bidders are required to maintain a permanent place of business and maintain adequate equipment, personnel and inventory to adequately and expeditiously furnish services and/or supplies ordered under an awarded bid.
- B. The Marion County Sheriff's Office reserves the right to inspect the place of business and equipment of a bidder before awarding a contract or anytime thereafter during the course of the contract.

28. MATERIAL SAFETY DATA SHEETS:

- A. In accordance with Chapter 442, Florida Statutes, it is the seller's duty to advise the buyer if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery.
- B. Bidders must comply with above procedure along with the Florida Right-to-Know law (F.S. 442) and the Federal Hazard Communications Standards (29 CFR 1910.1200) and all other applicable laws.

29. NON-FUNDING CLAUSE:

- A. In the event sufficient budgeted funds are not available, the Sheriff's Office shall notify the bidder of such event and the contract shall terminate without penalty or expense to either party.

30. PUBLIC ENTITY CRIMES:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid or contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases on 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 Section 287.017, Florida Statutes, for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

31. DRUG FREE WORKPLACE AFFIDAVIT:

- A. Pursuant to Section 893.02 (4), Florida Statutes, each bidder shall complete the form on the Drug Free Workplace Affidavit and submit with the bid package.

32. INDEMNIFICATION CLAUSE:

- A. The successful bidder agrees, by accepting the award of this contract, to the following "Hold Harmless Agreement."
During the term of this contract, the vendor shall indemnify, hold harmless, and defend the Marion County Sheriff's Office, Ocala, Florida, its agents, servants, and employees from any and all costs and expenses including but not limited to attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Marion County Sheriff's Office, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have risen out of the products, goods, or services furnished by the vendor, his agents, servants, or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the Marion County Sheriff's Office, for the purpose of performing services, delivering products or goods, installing equipment or otherwise transacting business, whether such claim or claims be for damages, injury to person, group or organization, whether employed by the vendor or the Marion County Sheriff's Office or otherwise.

33. FINANCIAL STATEMENTS:

- A. Some specialized bids may require bidders to provide certified financial statements for a specified period of time. In the event statements are required, it will be so requested under "Special Conditions" in the bid package.

34. INSURANCE:

- A. Some specialized bids may require bidders to provide proof of certain types and limits of insurance coverage. In the event insurance is required, it will be so requested under "Special Conditions" in the bid package.

35. REFERENCES:

- A. Some specialized bids may require bidders to provide a list of references. In the event references are required, it will be so requested under "Special Conditions" in the bid package.

36. ESCALATION:

- A. Escalation provisions are not permitted unless otherwise stipulated in the bid package.

37. BID OPENINGS:

- A. All bid openings are open to the general public as well as bidders submitting a bid.
- B. Bids shall be opened on the date and time specified on the bid form.
- C. It is the bidder's sole responsibility to assure that his/her bid is delivered before the specified date and time of opening.
- D. Bids that are received after the specified date and time of opening will not be considered and will be returned to the bidder unopened.



MARION COUNTY

SHERIFF'S OFFICE

INVITATION TO BID
BID NUMBER 14/15-0005

Sealed bids will be received by Chris Blair, Sheriff, Marion County, Florida until 2:00 P.M., Thursday, January 29, 2015 for Meat Products for the Marion County Jail. Bids will be opened and read aloud on the same date at 2:15 P.M., or as soon thereafter as practical. The official time shall be determined by the time and temperature telephone number 629-1212.

Bids must be submitted to Wendy Blaznik, Purchasing Director, Marion County Sheriff's Office, located at 692 NW 30th Avenue, Ocala, Florida 34475, telephone number 352-368-3571.

SPECIAL CONDITIONS

1. All bids must be F.O.B. inside delivery to 700 NW 30th Avenue, Unit 200, Ocala, Florida 34475
2. The Marion County Sheriff's Office will award this bid on a line item basis.
3. **Prices bid shall remain in effect for a period of four (4) months from the date of award.**
4. All orders will be placed by phone/fax to the successful bidders by the Purchasing Division only.
5. All items furnished must comply in all respects to the standards and regulations established by Federal or Florida State Laws, including the Federal Food, Drug and Cosmetic Act and subsequent decisions of the U.S. Department of Agriculture.
6. All items must be received in good condition within two weeks after the order is placed. **ANY ORDERS NOT RECEIVED WITHIN THE TWO-WEEK TIME FRAME WILL BE CANCELLED AND THE NEXT LOWEST RESPONSIVE BIDDER WILL BE UTILIZED. VENDORS THAT DO NOT DELIVER WITHIN THE TWO-WEEK PERIOD WITHOUT AN ACCEPTABLE REASON WHY THE DELIVERY WAS NOT MADE WILL BE REMOVED FROM THE VENDOR LIST.** Vendors must notify the Purchasing Division when they are unable to deliver an item or items. Cases and items not meeting specifications of this contract may be rejected at the receiving point. It is the responsibility of the vendor to provide acceptable items.

AUTHORIZED SIGNATURE

7. Only approved brands as listed on the bid form will be accepted. Failure to indicate brand and/or product code offered for bid may be cause for rejection.
8. The Marion County Sheriff's Office reserves the right to request samples after all bids are tabulated if deemed necessary to determine an award.
9. Invoices showing the number of units, unit price and extensions must be presented with each delivery.
10. All bids must be submitted on attached bid forms provided herein and envelopes must be addressed with the self-addressed mailing label enclosed.
11. Packaging products will not be accepted if produced 45 days before delivery unless otherwise stated. Packaging: frozen foods must be packaged in polyethylene freezer wrap to prevent freezer burn.
12. Payment will be made within fourteen (14) working days after receipt and acceptance of each delivery.
13. In the event of a default by the awarded vendor, the Marion County Sheriff's Office reserves the right to utilize the next low responsive and responsible bidder as the new awardee. In the event of this occurrence, the next low bidder shall be required to provide the bid items at the prices as contained in their proposal for the remainder of the award period.
14. **Estimated quantities are furnished as a guide for preparing this bid and should not be construed as representing firm quantities to be purchased under this bid. The Marion County Sheriff's Office reserves the right to add or delete items and to increase or decrease quantities based on the fluctuating jail population.**
15. Shipments that require a minimum case order will not be accepted.
16. **ALL FROZEN PRODUCTS MUST BE STAMPED WITH A PACKING DATE. PRODUCTS THAT EXCEED SIX (6) MONTHS PAST THE PACKING DATE WILL NOT BE ACCEPTED. THE PURCHASING DIVISION OF THE MARION COUNTY SHERIFF'S OFFICE MUST ALSO BE NOTIFIED OF ALL ITEMS THAT HAVE BEEN RE-FROZEN AND THE RE-FROZEN DATE MUST BE STAMPED ON THE PRODUCT.**
17. All prices bid must be net bid price after any and all discounts allowed are deducted.

AUTHORIZED SIGNATURE

BID FORM

- 1. PRE-COOKED PATTIES:
80% BEEF, 20% CHICKEN
4 OZ. PATTIES**

**APPROVED PRODUCTS:
NONE SPECIFIED**

QUANTITY: 12,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

- 2 TURKEY BREAKFAST PATTIES:
MAXIMUM FAT NOT TO EXCEED 20%
2 OZ. PORTIONS
PACKED 10 – 15 LBS. PER CASE**

**APPROVED PRODUCTS:
JENNIE O
G.S. BRAND
ATLANTIC MEATS
H.I. FLAVOR
BILMAR**

QUANTITY: 11,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

- 3. ALL MEAT BREAKFAST PATTIES:
MAXIMUM FAT NOT TO
EXCEED 20%.
2 OZ. PORTIONS.
PACKED 10 – 15 LBS. PER CASE.**

**APPROVED PRODUCTS:
G.W. BRAND
JENNIE-O
KELHAR
H.I. FLAVOR
ATLANTIC**

QUANTITY: 5,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

**_____
AUTHORIZED SIGNATURE**

4. **FRANKFURTERS: TURKEY, PORK, BEEF, CHICKEN OR COMBINATION INGREDIENTS, PLEASE SPECIFY, 4 PER LB., 10 LB. CASE.**

APPROVED PRODUCTS:

**LYKES BRAND
SYSCO
JENNIE O
CAROLINA
LONGMONT
BILMAR
PERDUE**

QUANTITY: 10,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

5. **FRANKFURTERS: TURKEY, PORK, BEEF, CHICKEN OR COMBINATION INGREDIENTS, PLEASE SPECIFY, 8 PER LB., 10 LB. CASE.**

APPROVED PRODUCTS:

**LYKES BRAND
SYSCO
JENNIE O
CAROLINA
LONGMONT
BILMAR
PERDUE**

QUANTITY: 10,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

6. **BREADED BEEF PATTIES: BREADING NOT TO EXCEED 25%. 3 OZ. MEAT PER PATTY. 4 OZ. PATTIES**

APPROVED PRODUCTS:

**G.S. BRAND
H.I. FLAVOR
HOLTEN
ZARTIC**

QUANTITY: 12,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

**_____
AUTHORIZED SIGNATURE**

7. **BREADED VEAL PATTIES: BREADING NOT TO EXCEED 25%
3 OZ. MEAT PER PATTY. 4 OZ. PATTIES**

**APPROVED PRODUCTS:
NONE SPECIFIED**

QUANTITY: 12,000 LBS \$ _____/LBS

BRAND/PRODUCT CODE _____

8. **BOLOGNA: TURKEY, TOTAL FAT NOT TO EXCEED 15%
3-1/2 – 4-1/2” DIAMETER STICK. EACH STICK 10 - 15 LBS.**

**APPROVED PRODUCTS:
PERDUE
JENNIE O
LONGMONT
BILMAR
ROCCO/MARVAL #914209
CAROLINA**

QUANTITY: 15,350 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

9. **CHICKEN/TURKEY ENDS & PIECES: NATURAL LIGHT AND DARK MEAT.
30 TO 40 LBS. PER CASE.**

**APPROVED PRODUCTS:
G.S. BRAND
JENNIE O
BILMAR
CAROLINA
PERDUE**

QUANTITY: 12,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

10. **CHICKEN PATTIES: COOKED WHITE AND DARK MEAT.
NOT TO EXCEED 25% BREADING. 3 OZ. MEAT PER PATTY.
4 OZ. PATTIES**

**APPROVED PRODUCTS:
G.S. BRAND
BRAKE BUSH
HOLLY FARMS #0958
TYSON**

QUANTITY: 16,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

AUTHORIZED SIGNATURE

11. COMBO TURKEY ROLL: COOKED. 60% WHITE MEAT AND 40% DARK MEAT. 10 LB. ROLL.

**APPROVED PRODUCTS:
CAROLINA
LONGMONT
HOUSE OF RAIFORD
JENNIE O
ROCCO/MARVAL #927609**

QUANTITY: 5,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

12. WHITE TURKEY ROLL: COOKED, 100% WHITE MEAT, 10 LB. ROLL.

**APPROVED PRODUCTS:
CAROLINA
JENNIE-O
PERDUE
LONGMONT
HOUSE OF RAIFORD**

QUANTITY: 3,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

13. GROUND TURKEY: 100 % TURKEY, 85% LEAN, NO SKIN.

**APPROVED PRODUCTS:
DELIGHTFUL FARMS BILMAR
CAROLINA JENNIE-O
JEROMES PERDUE
HOUSE OF RAIFORD SHENANDOAH**

QUANTITY: 24,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

14. GROUND CHICKEN: 100% CHICKEN, 85% LEAN, NO SKIN.

**APPROVED PRODUCTS:
DELIGHTFUL FARMS BILMAR
CAROLINA JENNIE O
JEROMES PERDUE
HOUSE OF RAIFORD SHENANDOAH**

QUANTITY: 24,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

**_____
AUTHORIZED SIGNATURE**

**15. TURKEY HAM: COOKED TURKEY THIGH MEAT.
NO TVP, NATURALLY SMOKED AND CURED.
BOX WEIGHT NOT TO EXCEED 40 LBS.
WATER NOT TO EXCEED 20%.**

APPROVED PRODUCTS:

**OAK VALLEY HAMS
CAROLINA
JEROMES
BILMAR**

**ROCCO/MARVAL #923109
SHENANDOAH
PERDUE
JENNIE-O**

QUANTITY: 6,000 LBS. _____/LB

BRAND/PRODUCT CODE _____

**16. TURKEY, BEEF OR CHICKEN CORN DOGS, BATTER WRAPPED
WITH OR WITHOUT STICK, PLEASE SPECIFY**

QUANTITY: 6,000 LBS. \$ _____/LB

BRAND/PRODUCT CODE _____

AUTHORIZED SIGNATURE

BID FORM
BID NUMBER 14/15-0005

FIRM NAME _____
(PLEASE PRINT)

FIRM ADDRESS _____

PHONE _____ FAX _____

AUTHORIZED AGENT _____
(PLEASE PRINT)

AGENT'S SIGNATURE _____

DATE _____

DEVIATION/EXCEPTION FORM

The undersigned understands that this bid proposal must be signed in ink and that any unsigned bid proposal will be considered incomplete and subject to rejection by the Marion County Sheriff’s Office.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS, CONDITIONS AND SPECIAL PROVISIONS, SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THE PROPOSAL.

*******TYPE OR USE INK ONLY*******

All the following information must be here upon given for this bid proposal to be considered by the Marion County Sheriff’s Office.

The following represents every deviation, itemized by number, to the foregoing instructions, conditions and special provisions upon which this bid proposal is based, to wit:

AUTHORIZED SIGNATURE

STATEMENT OF "NO BID"

If you do not intend to bid on this proposal, please complete and return this form prior to the date shown for receipt of bids to: Marion County Sheriff's Office, Purchasing Division, P. O. Box 1987, Ocala, Florida 34478.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR BID NO. _____
OPENING _____, FOR _____ FOR THE FOLLOWING
REASONS:

- _____ Specifications are too "tight", i.e., geared toward one brand or manufacturer only. (please explain below)
- _____ Insufficient time to respond to the invitation to bid.
- _____ We do not offer this product(s) or equivalent.
(please remove us from your bid list for this product)
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet bond requirements.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear. (please explain below)
- _____ Competition restricted by pre-approved specifications and standards of the Marion County Sheriff's Office.
- _____ Other (please explain below)

REMARKS:

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE REMOVED FROM THE LIST OF QUALIFIED BIDDERS FOR THE MARION COUNTY SHERIFF'S OFFICE. VENDORS WILL BE REMOVED FROM THE ACTIVE BIDDERS LIST AFTER RECEIPT OF THREE "NO BID" STATEMENTS.

FIRM NAME _____

(please print)

FIRM ADDRESS _____

TELEPHONE _____ **FAX** _____

AUTHORIZED AGENT & TITLE _____

(please print)

AGENT'S SIGNATURE _____

DATE _____

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein.

Authorized Signature

Date Signed

State of _____

County of _____

Sworn to and subscribed before me this _____ **day of** _____, **20** _____

Personally known _____ **or Produced identification** _____
(specify type of identification)

Signature of Notary

My commission expires _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Marion County Sheriff's Office by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and if applicable, its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the social security number of the individual signing this sworn statement _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(e), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACT OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

or produced identification _____

(type of identification)

Notary Public – State of _____

My commission expires _____

(printed, typed or stamped commissioned name of notary public)