Data Service Center

168 S. Dupont Highway
New Castle, DE 19720
www.dataservice.org

Phone: (302) 504-7200
Fax: (302) 504-7201
Helpdesk: (302) 504-7222

FILE COPY

August 17, 2011

McFoy Refrigeration
Craig McFoy
152 Quigley Blvd
New Castle, DE 19720

Ladies and/or Gentlemen:

Re: BID # **5-12-05**
School District **Colonial School District**
BID Title **Food Service – Refrigeration On-Call Repair**

This is to inform you that the School Board(s) for the above referenced bid has determined your bid to be the lowest qualified for the following:

Project / Items: **All items**

Amount of Award: **Unit Cost**

As required in the specifications the following documents must be submitted or returned to the *Data Service Center* by: September 2, 2011

Required Two copies of each District's contract for your signature.

N/A Three copies of the AIA contract, mailed to you by … for your signature.

N/A Performance / Material Payment Bond in the amount of 100%

Required Certificate of Insurance (Waived if delivery is made via common carrier)

Failure to supply the required documents in a timely manner shall be cause for forfeiture of your bid deposit, if applicable, and the bid to be awarded to the next lowest responsible bidder. The bid deposit, if required, will be returned upon the receipt of the above referenced documents. A fully executed copy of the contract document will be returned to you by the District(s).

Upon the submission of all required documents, the District(s) will issue a purchase order that will be processed through the State of Delaware Accounting Office. You should not proceed with any work until you have received the purchase order unless a mutual understanding has been expedited by the District(s).

Thank you for your participation in the bid process. Please call me should you have any questions.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

CC: Karen Thorpe, Director of Business

FORMAL CONTRACT

This contract is between: **Colonial School District**
And: **McFoy Refrigeration**

The parties agree as follows:

1. The General Instructions To Bidders, Specifications for **BID #5-12-05** Addenda, and the bid proposal responsive to the Specifications are incorporated in this Contract by reference. Such documents, which are hereafter collectively referred to as "the Contract", are understood and will be followed by the Vendor.

2. No work under the Contract is to be initiated until the Vendor receives a purchase order.

3. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

4. This Contract is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract.

5. There shall be no modification of this Contract except in writing executed with the same formalities as this Contract.

BY: _____ _____
(School District Signature / Business Director-CFO) (Date)

==========

BY: _____ _____
(Contractor's Signature) (Date)

BY: _____
(Printed Name)

ADDRESS: _____

_____

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September 22, 2011

McFoy Refrigeration
Craig McFoy
152 Quigley Blvd
New Castle, DE 19720

FILE COPY

Ladies and/or Gentlemen:

Re: BID # **5-12-05**
School District **Red Clay Consolidated School District**
BID Title **Food Service – Refrigeration On-Call Repair**

This is to inform you that the School Board(s) for the above referenced bid has determined your bid to be the lowest qualified for the following:

Project / Items: **All items**

Amount of Award: **Unit Prices**

As required in the specifications the following documents must be submitted or returned to the *Data Service Center* by: October 6, 2011

Required Two copies of each District's contract for your signature.

N/A Three copies of the AIA contract, mailed to you by … for your signature.

N/A Performance / Material Payment Bond in the amount of 100%

Required Certificate of Insurance (Waived if delivery is made via common carrier)

Failure to supply the required documents in a timely manner shall be cause for forfeiture of your bid deposit, if applicable, and the bid to be awarded to the next lowest responsible bidder. The bid deposit, if required, will be returned upon the receipt of the above referenced documents. A fully executed copy of the contract document will be returned to you by the District(s).

Upon the submission of all required documents, the District(s) will issue a purchase order that will be processed through the State of Delaware Accounting Office. You should not proceed with any work until you have received the purchase order unless a mutual understanding has been expedited by the District(s).

Thank you for your participation in the bid process. Please call me should you have any questions.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

CC: Jill Floore, Chief Financial Officer

FORMAL CONTRACT

This contract is between: **Red Clay Consolidated School District**
And: **McFoy Refrigeration**

The parties agree as follows:

1. The General Instructions To Bidders, Specifications for **BID #5-12-05** Addenda, and the bid proposal responsive to the Specifications are incorporated in this Contract by reference. Such documents, which are hereafter collectively referred to as "the Contract", are understood and will be followed by the Vendor.

2. No work under the Contract is to be initiated until the Vendor receives a purchase order.

3. This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

4. This Contract is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Contract.

5. There shall be no modification of this Contract except in writing executed with the same formalities as this Contract.

BY: _____ _____
(School District Signature / Business Director-CFO) (Date)

==========

BY: _____ _____
(Contractor's Signature) (Date)

BY: _____
(Printed Name)

ADDRESS: _____

_____