

The School District of Osceola County, Florida
817 Bill Beck Boulevard, Kissimmee, FL 34744-4495
Phone: (407) 870-4600
Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

February 2, 2004

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
REQUEST FOR PROPOSAL
SDOC 04-08 LC

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT**. The Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on February 24, 2004**. All responses will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFPs. Please be advised that other agencies may make use of the bid/RFP at the same prices and conditions.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as a vendor, supplier, sub-contractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

APPLICABLE LAW

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

STATEMENT OF NO BID

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

Attn: Linda Ciraldo - Senior Buyer

Bid # SDOC-04-08-LC

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

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

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

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

DRUG FREE WORKPLACE
CERTIFICATION FORM FOR
CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT

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

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

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

Vendor's Signature

ne(pr237p)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC -04-08-LC

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's Authorized Representative and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (Vendor Name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT

#SDOC 04-08-LC

1.0 **INTRODUCTION:**

1.1 **Background:**

This is a Request for Proposal (“RFP”) to provide Quotes FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT CATALOG BID, for the School District of Osceola County, Florida (the “District”).

1.2 **General Information about the District:**

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 230, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 237.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for FY 2003 totals \$449 million, including an operating budget of \$226 million and a capital budget of \$145 million. The District operates 34 schools, including 17 elementary schools, 3 intermediate, 7 middle schools, and 6 high schools. The District is also responsible for 13 alternative sites, 10 charter schools, and 2 postsecondary schools. The total full-time K-12 enrollment of public school students is 43,000 as of August 2003. Growth is projected to continue in the future at an average of 900 students per year for the next five (5) years.

2.0 **SCOPE:**

2.1 **SCOPE OF WORK:**

THIS SPECIFICATION establishes the minimum requirements for **CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT** listed and described in the body of these specifications to be used as noted by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

2.2 THE INTENT of this RFP is to establish a contract for a base period of three (3) years from the date of award of the bid. The contract will be subject to annual renewal for the duration of the base period, at the same terms and conditions, if mutually agreeable by both parties. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

2.3 **METHOD OF AWARD:**

SCHOOL BOARD may award this contract to one or multiple vendor(s), who can provide the best all-around service at a reasonable cost. In determining which vendor is in the best interest of the DISTRICT, a selection committee shall review and rank each Vendor on the following:

- Submittal packets
- References
- Experience, qualifications and reputation of each Vendor
- Quality of products and services proposed

2.4 **BEST PROPOSAL**

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

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

3.0 **INSTRUCTIONS TO PROPOSERS:**

3.1 Proposals must be submitted in a sealed container, clearly identified as **CATALOG BID FOR COMPUTER PERIPHERALS, COMPUTER SUPPLIES AND EQUIPMENT**. Sealed proposals will be received until 2:00 p.m. on February 24, 2004 in the School Districts Purchasing Office, 817 Bill Beck Blvd., Building 2000, Kissimmee, FL 34744-4495. The official clock for receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped but will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

One manually signed original and five (5) photocopies

A standard 8-1/2" by 11" format in a bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein may be subject to disqualification.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

3.2 **ANTICIPATED SCHEDULE OF EVENTS**

February 24, 2004	RFP Opening
March 2, 2004	Evaluation
March 16, 2004	Projected date of School Board Approval

3.3 **AWARD:**

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or (3) award to multiple vendors.

3.4 **RFP INQUIRIES:**

Potential bidders may submit written questions by facsimile (FAX), addressed to the Linda L Ciraldo, Senior Buyer, FAX # 407 – 870-4616, or E-mail ciraldol@osceola.k12.fl.us. Questions must be received no later than **February 17, 2004 before 12:00 PM**. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed to all bidders who have received a RFP.

The Board may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

No verbal or written information, which is obtained other than by information in this document or by addendum to this RFP, will be binding on the District.

3.5 **LOBBYING:**

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, VENDOR, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL ON THE AWARD OF THIS CONTRACT.

ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSER.

4.0 TECHNICAL SPECIFICATIONS:

4.1 Requests for Quotes

Unlike most products, technology products historically decrease in price over time. Therefore, it is in the Customer's best interest not to set the price for any particular technology product, but to get quotes. **CUSTOMERS (SCHOOLS AND DEPARTMENTS) ARE RESPONSIBLE FOR COMPETITIVELY SETTING THE PRICE FOR EACH PARTICULAR ORDER, AND THEY SHALL DO SO BY INITIATING A REQUEST FOR QUOTE**, which is a written request for written pricing from a Vendor for products available under the Contract from that Vendor. Customers shall create and maintain written records of written requests, as well as records of quotes received. Quotes shall be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place. A Customer shall initiate a sufficient number of requests for quotes to obtain a minimum of three quotes, and shall place its purchase order with the Vendor quoting the lowest price, unless the Customer documents in writing that the lowest price quote would not result in best value (for example, lowest price is for refurbished or remanufactured product).

4.2 Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Vendor is willing to provide such model or version.

4.3 Quantity Discounts

Vendors are urged to offer additional discounts for one time delivery of large single orders of any assortment of items. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract.

4.4 Delivery Time

Delivery to commence within seven (7) calendar days after receipt of purchase order. If unable to meet this delivery, please specify best possible delivery on information sheet. Deliver time may be of the essence on some orders. Therefore delivery time may be taken into consideration to determine lowest and best, when quotes are requested from the customer.

4.5 Delivery Charges

Quote prices must include all delivery charges.

4.6 PROCEDURES AFTER BID AWARD

A. It will be the school or department's responsibility to contact at least three (3) vendors to obtain three (3) written quotes.

B. They will take the lowest of three quotes that will include shipping.

4.7 NON-COLLUSION

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

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

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

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

5.0 **INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that five (5) copies of the proposal be submitted along with the original proposal. A standard 8-1/2" by 11" format in a bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

5.1 **Request for Proposal Form**

The Request for Proposal Form supplied as Page Four of this document must be completed and appear as the top sheet of the Proposal submitted.

5.2 **Letter of transmittal – Limit to one or two pages and:**

- A. Briefly state the vendors understanding of the nature and scope of service(s) to be provided for the District and the vendor's overall recommendation.
- B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and e-mail address.
- C. Give the Federal taxpayer identification number of the proposer.

5.3 **Profile and Qualifications**

Experience and Qualifications of the Vendor

A. **Organization:**

- 1. Vendor Name, Business Address, City, State, County, Zip Code.
- 2. Size and type of organization and number of years of business under its present business name.
 - a. If your organization is a Corporation, list the following; Date of incorporation, State of Incorporation, President's name, Vice President's name, Secretary's name and Treasurer's name.
 - b. If your organization is a partnership, list the following; Date of organization, Type of partnership (if applicable) and the name(s) of general partners.
 - c. If your organization is individually owned, list the following; Date of organization and name of owner.

B. **Catalogs:**

- 1. If you are using a printed catalog, you must submit two (2) catalogs with your response. After award, the successful bidders providing printed catalogs, shall furnish at least two (2) of the same catalog (s) to all Schools and departments in the School District of Osceola County. A list of sites will be supplied to all successful bidders. Catalog dispersal is a responsibility of the Vendor, **not** the District.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

2. If you are using a web-based catalog, you must supply us with your web address and any sign-on information.

C. Experience:

1. List the categories of work that your organization normally performs with its own forces.
2. Claims and Suits: If the answers to any of the questions below are yes, attach detail.
 - a. Has your organization ever failed to provide merchandise, equipment, etc awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration within the last five years?

D. References:

1. List manufacturer references.
2. List bank references.
3. Governmental Agencies also in Florida with contracts similar to this proposal's requirements.
4. Provide references from other Florida school districts or similar agencies for similar to that contemplated by this RFP, including contact persons' name, address, and phone number.

5.4 **Additional Data**

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is not additional information to present, state in this section "There is no additional information that we wish to present."

6.0 **PROPOSAL EVALUATION PROCESS:**

RFPs are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria, Section 7.0. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

7.0 EVALUATION CRITERIA:

Each proposer will be ranked based on an analysis of the following based on the written proposal:

A maximum of 100 points will be awarded based upon the qualifications of the proposing vendor, including, but not limited to the following:

- a. Proposed approach to provide the pricing and product described in Section 4.0,
- b. Proposers ability to meet all Technical Specification in Section 4.0,
- c. Letter of transmittal in Section 5.3, and
- d. Profile and Qualifications in Section 5.4

7.1 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the 'written' proposals received.

<u>Proposal Response Evaluation Criteria</u>	<u>Weighted Value</u>
1. Proposer's ability to meet all Technical Specification. Section 4.0.	15 points maximum
2. Vendors understanding of the nature and scope of services. Section 5.3.	15 points maximum
3. Organizational Profile. Section 5.3.A	20 points maximum
4. Catalogs. Section 5.3.B	20 points maximum
5. Experience and References . Section 5.3.C & D	20 points maximum
6. Completion of Information Sheet (page 16)	10 points maximum

TOTAL NUMBER OF POINTS: 100 points

8.0 STANDARD TERMS AND CONDITIONS

8.1 ACCEPTANCE/REJECTION

The School District of Osceola County reserves the right to accept or to reject any and all proposals and to make the award to the Vendor who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the proposal of any Vendor who has previously failed in the proper performance of an award or failed to deliver on time vendors of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of Vendors in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any informalities and irregularities.

8.2 CANCELLATION OF AWARD/TERMINATION:

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

8.3 **DEFAULT:**

In the event that the awarded proposer(s) should breach this contract, the District reserves the right to seek remedies in law and/or in equity.

8.4 **LEGAL REQUIREMENTS:**

It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

8.5 **FEDERAL AND STATE TAX:**

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

8.6 **CONFLICT OF INTEREST:**

All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

8.7 **INSURANCE REQUIREMENTS:**

Awarded bidders must provide Proof of Insurance to the School District of Osceola County by submitting their Certificate of Insurance.

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty (30) days written notice must be provided to the School District of Osceola County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven (7) days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. COMPREHENSIVE GENERAL LIABILITY: Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

- C. BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the vendor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the vendor indicating the following:

_____ (Company Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement,

_____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

8.8 PUBLIC RECORDS LAW:

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

8.9 INTELLECTUAL PROPERTY RIGHTS:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

8.10 INDULGENCE:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

8.11 PROPOSER'S MAILING ADDRESS:

It is the responsibility of every proposer to register and maintain their current mailing address with the School District of Osceola County Purchasing Department.

8.12 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

8.13 INVOICING

The successful Vendor will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: ACCOUNTING, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Invoices, which do not reference valid SDOC, purchase order numbers or which are

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Vendor for resolution of the discrepancies. The District shall be invoiced on a monthly basis.

IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

8.14 **POSSESSION OF FIREARMS:**

Possession of firearms will not be tolerated on School District property.

“Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent vendor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent vendor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent vendor's agreement with the School District shall be terminated.

8.15 **RIGHT TO TERMINATE**

The School Board and the vendor may cancel this contract without cause at any time during the contract period by providing the other party with a written notice; the Vendor must give ninety (90) written notice to the District. And the District must give the Vendor at least thirty (30) days prior to the cancellation date. In the event the Vendor violates any of the provisions of the contract, the Superintendent of the School District may serve written notice upon the Contract of the intention to terminate the contract for cause. The notice will state the reasons for the intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the Vendor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of the ten (10) day period, cease and terminate. However, the liability of the Vendor for any and all violations of the contract shall not be affected by this termination.

8.16 **POSTING OF RFP CONDITIONS/SPECIFICATIONS:**

This RFP will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

8.17 **POSTING OF RFP RECOMMENDATION:**

RFP recommended awards will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on or about **March 3, 2004**, and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

8.18 **BID PROTESTS**

BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT

RFP # SDOC 04-08-LC

- A. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding
- B. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Alternatively, the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- C. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER should be returned to the Protesting BIDDER in full.
- D. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- E. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and OWNER shall retain such amount and sum.

To qualify as a successful Bid Protest:

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

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

CATALOG BID FOR COMPUTER PERIPHERALS, SUPPLIES AND EQUIPMENT
RFP # SDOC 04-08-LC

AWARD BASED ON RFP EVALUATIONS

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

NAME (Typed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER