



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4495
Phone: (407) 870-4600 • Fax: (407) 870-4618 • www.osceola.k12.fl.us

BID # SDOC-05-010-LK **THE PURCHASE & INSTALLATION OF SELF-CONTAINED** **TRASH COMPACTORS**

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS WILL BE CONSIDERED A BINDING CONTRACT.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

TOLL FREE TELEPHONE: (Area Code) _____

TYPED NAME OF PERSON RESPONSIBLE FOR BID/RFP: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS FOR PERSON ABOVE: _____

PLEASE LIST BELOW THE "INSIDE" SALES CONTACT FOR THIS CONTRACT

TYPED NAME: _____

TITLE: _____ PHONE: (Area Code) _____ Ext _____

FAX: (Area Code) _____ EMAIL ADDRESS: _____

Bids shall be submitted in a sealed envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received in the Purchasing Department located at 817 Bill Beck Boulevard, Building 2000, Kissimmee, FL 34744-4495. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this Bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope with your Bid response.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will make all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the American With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

Board Meets First Tuesday of Each Month

DISTRICT-WIDE ACCREDITATION BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

An Equal Opportunity Agency

THOMAS E. CHALIFOUX
DISTRICT NO. 2 KISSIMMEE
PHONE: (407) 846-0977

TOM GREER
DISTRICT NO. 4 KISSIMMEE
PHONE: (407) 892-8200

JOHN MCKAY
DISTRICT NO. 5 ST. CLOUD
PHONE: (407) 957-4056

DAVID E. STONE
DISTRICT NO. 3 KISSIMMEE
PHONE: (407) 933-2700

JAY WHEELER
DISTRICT NO. 1 KISSIMMEE
PHONE: (407) 390-0505



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

August 10, 2004

**CALL FOR BID
BID #SDOC-05-010-LK**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **THE PURCHASE AND INSTALLATION OF SELF-CONTAINED TRASH COMPACTORS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until 2:00 PM on August 31, 2004. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

A Pre-Bid Conference is scheduled for Wednesday, August 18, 2004 at 10:00 AM in the Purchasing Conference Room located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been 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 contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess if 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.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REQUIRED BID SUBMITTALS:

Please be sure you have completed and enclosed this page along with the required documents listed below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.

Drug Free Workplace Certification
Insurance Documentation as specified in Bid
Illustrations, Specifications, Catalogs
Manufacturer's Certificate of Warranty
List of Subcontractors (for installation service)
List of References
Additional Submittals specific to this bid may also be required. See Bid for details.

**FC-220-120
(Rev. 6/99)**

STATEMENT OF NO BID

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

Attn: Lisa Kesecker – Purchasing Specialist

Bid # SDOC-05-010-LK

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 _____

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Failure to do so may result in your bid packet not being delivered on time to the Purchasing Department, resulting on your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u>SDOC-05-010-LK</u>
BID TITLE:	<u>The Purchase & Installation of Self-Contained Trash Compactors</u>
BID TO BE OPENED ON	<u>August 31, 2004</u> AT <u>2:00</u> P.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495



REMINDER: PRE-BID MEETING:

A Pre-Bid meeting is scheduled for Wednesday, August 18, 2004 at 10:00 AM in the Purchasing Conference Room located at 817 Bill Beck Blvd., Building 2000, Kissimmee, FL 34744

REMINDER: QUESTION DEADLINE:

A Question deadline is set for Friday, August 20, 2004 at 3:00 PM. If you have any questions regarding the bid specifications and/or bid terms, please submit them in writing before the deadline. An Addendum will be issued addressing all questions received prior to the deadline. Questions submitted after the deadline may not be addressed.

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 workplace, the business's policy of maintaining a drug-free workplace, 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)

BID #SDOC-05-010-LK

THE PURCHASE & INSTALLATION OF SELF-CONTAINED TRASH COMPACTORS

1. SCOPE

1.01 THIS SPECIFICATION establishes the minimum requirements for **THE PURCHASE & INSTALLATION OF SELF-CONTAINED TRASH COMPACTORS**, 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.

1.02 THE INTENT of this bid is to establish a contract for a base period of three (3) years from the date of award of the bid during which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. Also, this contract may be extended at the conclusion of the three (3) year base period for two (2) additional one (1) year periods (for a total of five (5) years) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) calendar days written notice by the School District of Osceola County or a ninety (90) calendar day written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding.

1.03 PRICE ADJUSTMENT

After the 2nd second year of fixed pricing, if there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor/contractor's source of supply, the School District reserves the right to accept an increase, negotiable through the purchasing agent.

1.04 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 School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the 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 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2004-2005 school year totals \$586 million, including an operating budget of \$288 million, and a capital budget of \$191 million. The District operates thirty-four schools, which includes seventeen elementary schools, seven middle schools, seven high schools, two K thru 8 schools, and one 6th thru 12th grade school. The district is also responsible for thirteen alternative education sites, and eleven charter schools. The total full-time K-12 enrollment of public school students as of May 2004 is 44,571. Growth is projected to continue in the future at an average of 300 students per year over the next five years.

2. STANDARD TERMS AND CONDITIONS

2.01 RETURNING OF BID PACKAGE

The complete bid package, as received, must be returned "Intact" in a sealed envelope, plainly marked on the outside with the Bid number, its opening date and time, along with the Bidder's Company name and address. Non-compliance with this stipulation may result in your bid not being considered. Bid Proposals submitted on Vendor's Quotation forms will not be accepted.

2.02 RECEIPT OF BID PACKAGE

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 BIDDERS RESPONSIBILITY

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 MODIFICATION OF BID

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

2.05 INQUIRIES – QUESTION DEADLINE

Please direct all inquiries concerning this bid, in writing by the question deadline scheduled for August 20, 2004 at 3:00 PM, to: Lisa Kesecker – Purchasing Specialist, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4618 or by email at keseckel@osceola.k12.fl.us

2.06 TAXES

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 AVAILABILITY OF FUNDS

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 ACCEPTANCE / REJECTION

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder 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 bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts 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 bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of Notice To Proceed of this bid, he will execute the formal Contract and will deliver all bonds and proof of insurance coverage as required by the Specifications. The order of contractual precedence will be the purchase order, bid document and response. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by the vendor must be enclosed at time of bid response submittal.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF BID TABULATIONS**

Bid tabulations and recommended awards will be posted at the location where bids were opened and will remain posted for 72 hours for review by interested parties. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.13 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.14 **CHECK UNIT PRICES**

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

2.15 **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 bid 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 bid.

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 bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

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

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.17 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.18 **BANKRUPTCY / INSOLVENCY**

At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.19 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.20 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.21 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consist of and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) drawing(s), if any,
 - d) purchase order,
 - e) bidder's submittals, if any,
 - f) contract agreement, if required.
9. "Campus Grille" shall also be known as the Food Services Department.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Specialist assigned to this project. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the assigned Purchasing Specialist, in writing, shall be binding and prospective Bidders are advised that no other source in the Purchasing Office is authorized to give information concerning, or to explain or interpret the Bid Documents.

C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.23 LITIGATION HISTORY

All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

2.24 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

3. SPECIAL TERMS AND CONDITIONS

3.01 LENGTH OF CONTRACT

Prices shall remain firm for a base period of three (3) years from the date of bid award. With the option to renew for two (2) additional one (1) year periods for a total of five (5) years. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District of Osceola County, the awarded vendor must provide a ninety (90) day written notice to cancel as specified herein.

3.02 METHOD OF AWARD

BID PRICES will be accepted and considered by the following methods: (1) The total bid price for all items for these specifications in an "ALL OR NONE" Bid and/or (2) Items may be grouped into a "Lot-by-Lot" basis for a particular group of items. The School District of Osceola County, Florida, reserves the right to award the bid on either of these two (2) bid prices. The Board reserves the right to reject any or all bids or to accept any bid or part thereof, that in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

3.03 CONTRACT RENEWAL

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing.

3.04 ASSIGNMENT

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.05 PURCHASING AGENT AS REFEREE

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.06 REPRESENTATIVES OF THE PURCHASING AGENT

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the Purchasing Agent.

3.07 ON SITE INSPECTION

An inspector may be designated by the School District of Osceola County. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

3.08 RIGHT TO TERMINATE

In the event the successful bidder violates any of the provisions of the contract, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.09 **ANNULMENT OF THE CONTRACT**

This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

3.10 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: Exact Delivery Point will be listed on each individual purchase order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item and setting it in place at the point designated by an authorized representative of the School District of Osceola County, Florida. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.

B. **DELIVERY TIME**

Delivery, as specified herein, shall be within thirty (30)-calendar days from the date of the receipt of the Purchase Order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

C. **DELIVERY CHARGES**

Bid price must include all delivery charges.

D. **NOTIFICATION OF DELIVERY**

The School Board Representative must be notified at least twenty-four (24) hours in advance of delivery. The Project Manager and/or Authorized Contact Person shall be listed on each purchase order along with their telephone number.

3.11 **LABELING**

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase Order Number.
- D. Vendor.

3.12 **DAMAGED ITEMS**

In the event an item is received and it is later determined there is concealed damage when the item is unpacked, the item must be replaced by the vendor at no cost to the School Board.

3.13 **INSTALLATION**

The successful bidder for "**Lot 2**" **Installation** shall help coordinate delivery with the supplier to ensure delivery to assigned location, they will then set the equipment in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School District of Osceola County, Florida). The bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it.

3.14 **QUANTITY**

The quantities that will be purchased during this bid will vary depending on the number of new schools projected for the District. The explosive growth in Osceola County will require at least one new school per year, this includes three (3) new Elementary Schools, which are scheduled to begin construction in 2004 and open in 2005. Please note that these are projected estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.15 **METHOD OF ORDERING**

Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.16 **EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

3.17 **SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

3.18 **STANDARDIZATION OF ITEMS**

Some items have been standardized by the School District of Osceola County's Facilities Planning & Construction Department, these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate submittals. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature if required.

3.19 **INVOICING**

The successful bidder 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: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. 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.

3.20 **PARTIAL PAYMENT / INVOICING**

Partial billing will not be accepted. The School Board will pay 100% of the contract price after all items have been delivered and accepted.

3.21 **PAYMENT DISCOUNTS**

A Bid price submitted indicating a discount if paid within a certain number of days from the date of invoice, will not be acceptable (for example, 2%, 10 days, net 30). All bid prices must be net and not contingent on terms. Any discount allowed must be figured in the base bid.

3.22 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall complete and submit the attached questionnaire with his bid package. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.}

Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

3.23 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.24 **VENDOR EMPLOYEE REQUIREMENTS - (INSTALLATION CREWS)**

1. All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.
2. The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
3. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
4. The Contractor's employees shall be required to dress neatly, commensurate with the tasks being performed.
5. All our schools are smoke free. Smoking on school grounds is prohibited.
6. The Contractor shall provide the School District's Representative(s) within ten calendar days of the start of the contract, a list of all Contractor employees assigned to work on the School Board premises. The employee list shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Contractor shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
7. It is the Contractors responsibility to see that every employee on the Contractor's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Contractor's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
8. The Contractor shall require employees to be dressed according to the Construction Managements Jobsite requirements and/or the O.S.H.A. guidelines as follows:
 - Shirt with Sleeves
 - Long Pants
 - Work Boots
 - Hard Hat

9. The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated space within the building, on chairs in the main hallways, or outside benches. Contractor personnel can use designated areas for lunch breaks. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
10. The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
11. The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
12. The School District's Representative(s) will determine how the Contractor will receive access to the facility.
13. If keys are provided and lost, the Contractor will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
14. When requested, the Contractor shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Contractor to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Contractor shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Contractor from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Contractor immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Contractor's employee, the Contractor will be obligated to cover the cost of the examination. If the test results indicate that the Contractor's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
15. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
16. Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Contractors (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
17. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department

of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

18. The Contractor shall strictly prohibit interaction between their employees and the student(s).

19. Contractor's employees may not solicit, distribute or sell products while on School Board property.

20. Friends, visitors or family members of the Contractor's employees are not permitted in the work area.

21. The Contractor shall adhere to all of the District's security standards.

3.25 **SUBCONTRACTING**

If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

3.26 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

3.27 **CONSTRUCTION FACILITIES**

Sanitary Provisions: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of their employees as may be necessary to comply with regulations of the State Board of Health. No nuisance will be permitted. Contractor's workmen shall not use existing facilities within the School Board buildings.

3.28 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.29 **WARRANTY - CONTAINER**

There is to be a minimum Structural Warranty of three (3) years from the date of acceptance by the School Board. This will cover all structural/metal fabrication components of the self-contained trash compactor.

3.30 **WARRANTY – ELECTRICAL / HYDRAULICS**

The manufacturer shall provide a minimum one (1) year warranty covering all electrical / hydraulic parts and labor from the date of the acceptance by the School Board.

3.31 **WARRANTY**

The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for the minimum time lines listed above from date of acceptance by the School Board. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board.

3.32 **SERVICE DURING WARRANTY PERIOD**

The bidder shall provide ready availability of parts and service to maintain all items. Bidder must provide service within Twenty-Four (24) hours, in Osceola County during the warranty period. If the repairs cannot be made at the school or location, where the item is located, the bidder must pick-up the item, repair the item, and return the item to the location where it is being used.

3.33 **COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

All items bid must meet specifications. Items bid, which do not meet specifications will not be considered. Bidding items that do not meet specifications may necessitate removing your name from future bid lists.

3.34 **COMPLIANCE WITH BID SPECIFICATIONS**

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be "accepted" and will be returned to the vendor at no expense to the School District of Osceola County.

3.35 **MAKE AND MODEL**

State the make and model you are bidding on, enclose literature giving complete specifications of the item being bid.

3.36 **REJECTED ITEMS**

Any item or items received, which do not meet specifications will be returned at vendor's expense.

3.37 **EQUIVALENTS**

Bidders who propose equivalent products other than those manufacturer's specified on the bid price sheet shall submit technical specifications on the equivalent product ten (10) calendar days in advance of the bid opening. Only those products submitted for approval will be considered. THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE EQUIVALENTS.

3.38 **APPROVED EQUIVALENTS**

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE APPROVED EQUIVALENTS AND SUCH DETERMINATION SHALL BE FINAL AND BINDING UPON ALL BIDDERS.

3.39 **INSURANCE**

The awarded Contractor (including any subcontractors) shall maintain during the life of the contract, the following requirements. Certificates verifying this information will be required with bid submittal. Any bidders not meeting these requirements will be disqualified. Additionally, upon award of contract the successful vendor must show proof that the School District of Osceola County, FL has been added to the vendor's current insurance policy as additionally insured.

Minimum requirements the vendor must meet are as follows:

Certificate of general liability insurance - minimum of \$1,000,000.00

Certificate of workers compensation for all employees

Proof of automobile liability

3.40 **COMPENSATION INSURANCE**

The Contractor shall maintain during the life of this Contract, Workmen's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

3.41 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subcontractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

3.42 **PUBLIC LIABILITY INSURANCE**

Insurance shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of all accidents.

3.43 **PROPERTY DAMAGE INSURANCE**

In an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for damages on account of any one accident, and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Twenty-Five Thousand Dollars (\$25,000.00). The limits specified herein are minimum limits.

3.44 **CONTRACTOR'S PROTECTIVE LIABILITY**

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

3.45 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall reference the bid number and be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4495.

3.46 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

3.47 **INSURANCE CARRIERS**

The carriers of the insurance herein specified shall have a rating of not less than "A:XII" from A.M. BEST & COMPANY.

3.48 **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage of whatsoever kind and nature to all School Board property which in his custody for service under this agreement resulting in whole or part from the negligent act or omission of the Vendor, and subcontractor, or employee, agent or representative of the Vendor.

3.49 **TIME FOR COMPLETION – (INSTALLATION)**

Bidder agrees to commence work within Seven (7) calendar days from date of delivery notification and to complete all work thereunder within Fourteen (14) calendar days. If you cannot meet this schedule indicate dates you propose on bid sheet.

If the Contractor neglects, fails, or refuses to complete the work within the time specified or as properly extended by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School Board the sum of \$50.00 for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty but as liquidated damages for breach of Contract as set forth herein.

3.50 **NON-PERFORMANCE**

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.51 **FAILURE OF PERFORMANCE AND/OR DELIVERY**

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School District of Osceola County, Florida, for any damages to the said Board caused by his failure to perform as stated.

3.52 **UNSATISFACTORY WORK**

The vendor shall correct unsatisfactory work within 24 HOURS of notification by the School Board.

3.53 **SUSPENSION OF THE WORK**

The School District's duly appointed Representative shall have the authority to suspend the work on account of (a) Default of the Contractor; (b) Unfavorable weather conditions; (c) Mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this Contract and the work being done by City forces adjunctive thereto; (d) or any other condition which in the judgment of the School District's Representative makes it impractical to secure first-class results. The School District of Osceola County shall not be responsible for any additional costs incurred as a result of the suspension of work.

3.54 **FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Vendor shall not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including without limitation, acts of GOD, acts of war, civil disturbance, lockouts, fire, unavoidable casualties or the action of promulgation of any statute, rule, regulation or order by any federal, state or local government or judicial agency of official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Vendor), or any other event constituting force majeure under the Agreement.

3.55 **INSPECTION OF FACILITIES**

Vendors wishing to inspect facilities at the school where items are to be installed must make an appointment through the Project Manager assigned to the project through the Facilities Planning and Construction Department at (407) 518-2964.

3.56 **EQUIPMENT AND PERSONNEL**

Equipment deemed defective by the School District's duly appointed representative, shall be promptly removed from the site. Personnel employed either directly or indirectly by the Contractor that are deemed to be incompetent, inept or unfit to perform the work in the opinion of the site supervisor or his/her duly appointed representative, shall be promptly removed from the work under this contract. Failure of the Contractor to remove defective equipment or incompetent personnel may result in the annulment of this contract.

3.57 **PRE-BID CONFERENCE**

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other school activities.

A pre-bid conference will be held on Wednesday, August 18, 2004, at 10:00 AM in the conference room of the Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida. The bid document will be reviewed and questions from the vendors will be addressed.

3.58 **OSHA**

The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.

3.59 **MATERIAL SAFETY DATA SHEET**

A Material Safety Data Sheet (MSDS) must be submitted with each chemical that you are awarded. The MSDS sheet must be submitted for a chemical prior to a recommendation being made for award of a bid. Failure to submit a Material Safety Data Sheet within forty-eight (48) hours of request will make your bid unacceptable. This information must be provided in compliance with Florida's Right-To-Know Law.

3.60 **ASBESTOS STATEMENT**

All material supplied to the School District of Osceola County, Florida, under this bid, must be 100 percent asbestos free. Bidder, by virtue of bidding, certifies by signing bid that if awarded any portion of this bid, will supply only material or equipment that is 100 percent asbestos free. No bid will be considered unless this is agreed to by the vendor.

3.61 **LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the School District of Osceola County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the School District's designated representative.

3.62 **CODES AND REGULATIONS**

The Contractor must strictly comply with all Federal, State and local building and safety codes.

3.63 **SAFETY REGULATIONS**

Equipment must meet the DOE State Regulations for Educational Facilities (SREF) and all other applicable State and Federal safety regulations for grounding of electrical equipment.

3.64 **DEBRIS**

Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

3.65 **PATENTS AND ROYALTIES**

The bidder, without exception shall indemnify and save harmless The School District of Osceola County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School District of Osceola County, Florida. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.66 **BID PROTESTS**

- A. 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.
- B. 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 to one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. 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." Or 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.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. 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.
- F. 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 such amount and sum shall be retained by OWNER.

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.

4. TECHNICAL SPECIFICATIONS

4.01 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or model/stock number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the School District of Osceola County and such determination shall be final and binding upon all bidders.

Although the School District of Osceola County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the District, which award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on attached sheets and itemized by number. Any items or items that does not meet the District's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the District for the difference in price entailed in going to the next low bidder.

4.02 EQUIPMENT REQUIREMENTS

The scope of these specifications is to insure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.

All equipment must be new, of current manufacture and carry standard warranties. At least two complete shop repair manuals and parts lists must be furnished with each type of equipment at the time of delivery. The successful bidder must service all equipment prior to delivery.

Proposals will be considered only on equipment, which can, on short notice, be serviced and maintained by the bidder. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay of two (2) calendar days.

4.03 DISTRICT PROVISIONS

The School District of Osceola County will provide the following at each new school site:

- 40 x 20 Concrete Pad with Drain (unless Manufacturer recommendations are different, submit with your bid the recommended pad size for both the 20-Yard and 30-Yard)
- Water supply and hose bib (location must be coordinated with assigned project manager)
- Electrical service stubbed in (main building) with conduit to the pad.
- Access to Blueprints to determine compactor hopper configuration requirements along with recommended location for electrical panel, quick-disconnect, drain and hose bib.
- Fencing around the compactor will be completed after delivery and set-up.
- Project Manager and/or Contact person at each site for delivery coordination and setup.

4.04 **COMPACTOR REQUIREMENTS - MANUFACTURER**

The minimum acceptable compactor the District will consider is the HESCO UNIPAK Self-Contained Trash Compactor **or better**

The following features shall be included on all 20-Yard and 30-Yard Compactors to the District:

- New Trash Compactor with Two (2) repair manuals and Parts List
- Locked Panel Box NEMA 12 **or better** with Keyed Operation (4 keys provided)
- Push Button Controls
- Minimum of 7 Gauge construction on all Floors and Walls
- Minimum of 10 Gauge construction on container top.
- 10" Inch Rollers Front and Rear
- "D-Ring" standard hook on both ends
- One (1) sliding door with Interlock (so the compactor will not operate until the door is closed and secured)
- Multi-cycle Timer to extend motor life
- Motor – 15 HP **or greater**
- UL® listed Remote Power Pack with quick disconnects (for power and hydraulics)
- 80% Full Light – capacity indicator
- Illuminated On/Off switch
- Hydraulic/Oil Gauge
- Pump – 12 GPM @ 1800RPM **or greater**
- Reservoir – 22 Gallon **or greater**
- 9' Foot Guides for 20 Yard Compactor (15' Foot Guides for 30 Yard) **or greater**
- Set of Stops
- Deodorizer System (Mist Stick Pump with 3 - 5 Gallon Pails of Odor Digester) **ONLY**
- Standard Container Warranty 3 Years Minimum
- Electrical / Hydraulic Warranty 1 Year Minimum
- Specify Electrical Requirements (ie: 50 AMP, 208 Volt, 3 Phase) "Tri-Volt" **preferred**
- Standard Paint Colors Available (attach color guide)
- Delivery Charges to site or to a 3rd party able to off load the compactor and deliver it to the School Site. (The School District does not have the necessary equipment to off load the compactor at the site).
- Manufacturer shall provide a local sales representative to review the blueprints and provide a 8-1/2 x 11 drawing coordinating all necessary components for the installation and utilization of the compactor including the location of the following components:
 1. Concrete Pad size
 2. Drain and Hose Bib locations
 3. Power Pack Installation site
 4. Quick Disconnect location

4.05 **COMPACTOR OPTIONS - MANUFACTURER**

The following options may be requested and shall be priced out on the Price Sheet as "Options"

- Remote Control On/Off Switch
- Hopper Configurations (attach various options available with prices)
- 2 Yard Container with side rails (to dump into compactor)
- Dumping mechanism with arms to pick up and dump 2 yard container. (These are my terms and not the industry terms) Questions please call me.
- Photo-eye (to automatically initiate the compaction process when the hopper is full, this will be used in cases where we have a discharge chute dump directly into the hopper)
- List and price other options available. You may attach additional sheets if necessary to show all options available.

4.06 **COMPACTOR INSTALLATION - LOT 2**

This section is provided for firms to submit pricing for installation and final hook-up of all electrical components, testing of equipment, including training to site personnel.

- A. Turnkey Installation Cost using Manufacturer's "In-House" Employees.
- B. Turnkey Installation Cost using a "Sub-Contractor" attach Sub-Contractor's Information. (One PO will be issued, Vendor will coordinate with their installers and pay them directly)
- C. Turnkey Installation Cost using a 3rd party Sub-Contractor (a PO will be issued to the Manufacturer for the Compactor including delivery. Another PO will be issued to the Installation Firm for Total Turnkey Installation)

Total Turnkey Installation shall include the following: (It is required that you contact the Project Manager to coordinate installation, and schedule training with site personnel to minimize the number of trips required).

- Supply Electrical Panel with Quick Disconnect at pad location (conduit will be provided by the District from the main panel located in the main building).
- Install Guides and Stops
- Hook-up and program the Mist Stick Deodorizer Sanitizer System
- Check Hydraulics, Gauges and lights to ensure all are operating properly
- Test and operate system in the presence of the Project Manager.
- Train District employees at the site on proper usage.

4.07 **COMPACTOR MAINTENANCE AND/OR SERVICE - LOT 3**

The School District is looking for someone to maintain the compactors when the warranty expires. We currently have approximately 13 HESCO Unipack Compactors through out the District.

Please provide a annual price for semi-annual inspections and routine maintenance requirements, including changing out the hydraulic oil and grease all fittings as needed. There is also a section for service calls as needed when the various equipment needs service. Please list your prices for service calls along with hourly rates and discounts on materials.

- 4.08 This bid is an "ALL-or-None" per Lot. All items must be priced in the Lot to be considered. The School District reserves the right to award multiple vendors for the various "Lots" or award "All-or-None" to a Primary and an Alternate vendor for all Lots. Whichever is in the best interest of the School District.

PRICE SHEET

LOT 1

Item	Description	Total Price
1.	Hesco, Unipak-20 Yard Trash Compactor as specified with keyed operation, gauges, switches, etc. Or Better	\$ _____
	Alternate Manufacturer: _____	Model # _____
2.	Hesco, Unipak-30 Yard Trash Compactor as specified with keyed operation, gauges, switches, etc. Or Better	\$ _____
	Alternate Manufacturer: _____	Model # _____
3.	Deodorizer Sanitizing System "Mist-Stick" Kit ONLY	\$ _____
4.	Odor Digester Chemical for "Mist-Stick" (3 - 5 gallon containers)	\$ _____
5.	Provide product information on the following: <ul style="list-style-type: none"> • Multi-Cycle Timer Yes / No • Hydraulic Motor _____ HP • Pump _____ GPM @ _____ RPM • Reservoir Capacity _____ Gal • Guides (min 9' Foot) _____ Ft. • Electrical _____ Amp, _____ Voltage, _____ Phase • Container Floor & Wall Construction _____ Gauge • Container Top Construction _____ Gauge • Container Colors Available (attach sample paint colors available) • Container Warranty _____ Years • Electrical / Hydraulic Warranty _____ Years 	
6.	Delivery to Location or 3 rd Party to off load and deliver to location	\$ _____
7.	Options Available: <ul style="list-style-type: none"> • Remote Control On/Off Switch \$ _____ • Photo-eye Cycle Control \$ _____ • 2-Yard rolling Container with Lift Forks Dumping mechanism on Compactor \$ _____ • 90 Gallon Cart w/wheels with Grab-Arm Dumping mechanism on Compactor \$ _____ • Option: _____ \$ _____ • Option: _____ \$ _____ • Option: _____ \$ _____ 	

PRICE SHEET - Continued

8. Hopper Configurations: (attach photos along with any additional information needed)

Closed Hopper with 1 side door \$ _____

Closed Hopper with 2 side doors \$ _____

Closed Hopper with 1 side door & chute opening \$ _____

Hopper for container dumper with 1 side door \$

Hopper for cart dumper with 1 side door \$

_____ \$ _____

_____ \$ _____

_____ \$ _____

9. List Various Door Options Available: Side Door swings out \$

Door slides back along a track \$

_____ \$ _____

_____ \$ _____

_____ \$ _____

10. Delivery after Receipt of Purchase Order _____ Days

11. Balance of Product Line Discount Available (circle one) Yes / No

MANUFACTURER

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 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.

COMPANY NAME (Print)

DATE _____

AUTHORIZED SIGNATURE _____

PHONE NUMBER

PRINT NAME _____

FAX NUMBER _____

TITLE _____

EMAIL ADDRESS

PRICE SHEET – CONTINUED

LOT 2 – INSTALLATION (Installation requirements, see section 4.06 on pages 23 & 24)

Item	Description	Unit Price
12.	Turnkey Installation using “In-House” employees	\$ _____
13.	Turnkey Installation using your Sub-Contractor	\$ _____

Sub-Contractor’s Information:

Name _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Years in Business _____

14.	Turnkey Installation using a 3 rd party Contractor	\$ _____
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Contractor’s Information:

Name _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Years in Business _____

INSTALLATION CONTRACTOR

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 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.

COMPANY NAME (Print)

DATE

AUTHORIZED SIGNATURE

PHONE NUMBER

PRINT NAME

FAX NUMBER

TITLE

EMAIL ADDRESS

LOT 3 – MAINTENANCE & SERVICE

MAINTENANCE/SERVICE PROVIDER

COMPANY NAME (Print)

DATE _____

AUTHORIZED SIGNATURE _____

PHONE NUMBER _____

PRINT NAME _____

FAX NUMBER _____

TITLE _____

EMAIL ADDRESS

QUESTIONNAIRE

The Vendor shall answer the following questionnaire for use in the evaluating of the proposal to determine the best qualified. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the products and of the services proposed by each bidder.

FIRM NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Inquiries: _____

2. INSURANCE:

Insurance Company: _____

Agent Company: _____

Agent Contact: _____ Phone: _____

Worker's Compensation Modifier for the past three (3) years:

3. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had jobsite fatalities with the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

4. EXPERIENCE:

Years in business under present name: _____

Years in this area of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed
(last three (3) years): _____

Trades usually self-performed: _____

Percentage (%) of work performed by own
forces: _____

Licenses currently valid in force: _____

Total number of permanent staff employed includes the following:

Management:	_____	Superintendents:	_____
Engineers/Arch.:	_____	Foremen:	_____
Draftsman:	_____	Skilled Craftsmen:	_____
Project Managers:	_____	Unskilled Labor:	_____
Project Engineers:	_____	Other:	_____
Estimators:	_____		

In-house Engineering or Fabrication Capability:

Approximate Value of Equipment owned by Firm: \$ _____

(Attach list of Major Equipment)

List Four (4) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency:	_____		
Contact Person:	_____	Phone:	_____
Contract Amount:	_____	Date Completed:	_____
Equipment Supported	_____		

PROJECT #2:

Contracting Agency:	_____		
Contact Person:	_____	Phone:	_____
Contract Amount:	_____	Date Completed:	_____
Equipment Supported	_____		

PROJECT #3:

Contracting Agency:	_____		
Contact Person:	_____	Phone:	_____
Contract Amount:	_____	Date Completed:	_____
Equipment Supported	_____		

PROJECT #4:

Contracting Agency:	_____		
Contact Person:	_____	Phone:	_____
Contract Amount:	_____	Date Completed:	_____
Equipment Supported	_____		

List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Construction:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

5. BANK REFERENCES, CREDIT REFERENCEES:

Bank Name: _____
Address: _____
Contact Person: _____ Phone: _____

Currently Rated with Dun & Bradstreet? ☐ YES ☐ NO

If so, what is your D&B rating: _____

Has Firm: Failed to complete a contract? ☐ YES ☐ NO

Been involved in bankruptcy or reorganization? ☐ YES ☐ NO

Pending judgment claims or suits against firm? ☐ YES ☐ NO
(If answer to proceeding is YES, submit details on separated sheet.)

6. **Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?**

☐ YES ☐ NO

If **YES** provide complete details on a separated sheet.