

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

April 28, 2005
CALL FOR BID
BID # SDOC 05-096-RB

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **SCIENCE CATALOG DISCOUNT BID** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on June 1, 2005**. 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.

Bids shall be submitted in an envelope, clearly marked with the bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website @ www.osceola.k12.fl.us/depts/purchasing.

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. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans with Disabilities Act of 1990, and we will take 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 Americans 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.

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

APPLICABLE LAW

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

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

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INVITATION TO BID

BID # SDOC 05-096-RB

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

NAME OF BID SCIENCE CATALOG DISCOUNT BID

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

E-Mail Address: _____

REQUIRED BID SUBMITTAL CHECKLIST:

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

- ❖ Additional Submittals specific to this BID may also be required. See BID for details.
- ❖ Catalogs
- ❖ Drug Free Workplace Certification

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

STATEMENT OF NO BID

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

Attn: Rose Mary Burgos – Buyer 1

Bid # 05-096-RB

We, the undersigned, have declined 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 _____

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

SCIENCE CATALOG DISCOUNT BID

Bid # SDOC 05-096 -RB

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, 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)

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

Failure to do so may result in 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

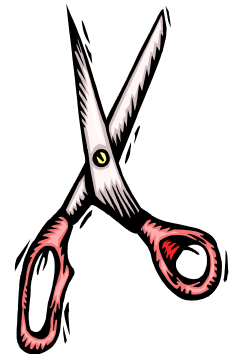
SEALED BID NUMBER: Bid # SDOC 05-096-RB

BID TITLE: SCIENCE CATALOG DISCOUNT BID

BID TO BE OPENED ON June 1, 2005 @ 2:00 PM.

BID ENCLOSED: "NO BID LETTER" ENCLOSED

**DELIVER TO: THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PURCHASING DEPARTMENT
817 Bill Beck Blvd., Building 2000
Kissimmee, FL 34744-4495**



The School District of Osceola County, Florida

SCIENCE CATALOG DISCOUNT BID

BID # SDOC 05-096-RB

General Information about the District:

The School Board of Osceola County, Florida (School Board) was created pursuant to § 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity, controlled, organized and administered by the District in accordance with Chapter 1000, 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 is responsible for the administration and management of the schools and the departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2004-2005 school year totals \$586,507,183.30, including an operating budget of \$288,851,351.00, and a capital budget of \$191,815,972.17. The District operates thirty-four schools, which includes seventeen (17) elementary schools, seven (7) middle schools, seven (7) high schools, two K thru 8 schools, and one 6th thru 12th grade school. The District is also responsible for thirteen alternative educational 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 600 students per year over the next five years.

1. SCOPE

- 1.1 THIS SPECIFICATION establishes the minimum requirements for **SCIENCE CATALOG DISCOUNT BID**, 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.
- 1.2 THE INTENT of this bid is to establish a contract for a base period of three (3) years, from **July 3, 2005 through July 2, 2008** 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 four (4) years 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 of Osceola County or a ninety (90) day written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the school or district level.
- 1.3 Bids will be requested and will be considered on the basis of a **fixed discount** per area (Supplies, Equipment, etc.), from the most current catalog in order to produce the lowest total net cost for the District. Bids using "Cost plus" or "or at our cost" will not be accepted.
- 1.4 **DISCOUNT ADJUSTMENT**
Unless a change is deemed to be in the best interest of the School District of Osceola County, there will not be any discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet must remain firm throughout the contract period. Bidders are to consider this requirement when offering discounts on the Price Sheet.

1.5 **CATALOGS TO SDOC LOCATION**

After award, successful bidders 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 locations will be supplied to all successful bidders. Catalog dispersal is the responsibility of the vendor, not the District.

1.6 **NEW ITEMS**

New items appearing in the bidder's catalog released after the opening date will be covered by this bid as if these items were originally included in the catalog(s) submitted with the bid.

2. **STANDARD TERMS AND CONDITIONS**

2.1 **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 AND 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.

2.2 **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, will not be considered. Offers by telegram, facsimile machine, or E-mail or telephone are not acceptable unless otherwise specified.

2.3 **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.

2.4 **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.

2.5 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing, at least seven (7) business days prior to the scheduled bid opening, to: Rose Mary Burgos, Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616 or e-mail at: burgosr@osceola.k12.fl.us

2.6 **TAXES**

The School District of Osceola County is exempt from Federal Tax 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.

2.7 **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.

2.8 **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.

2.9 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of the Award Letter, he/she 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.

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) days prior to cancellation date.

2.11 **POSTING OF BID TABULATIONS**

Bidders desiring a copy of the bid tabulation of this Invitation To Bid may either enclose a self-addressed stamped envelope with their bid or down load the tabulation from our web site www.osceola.k12.us/depts/purchasing.

2.12 **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.

2.13 **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.

2.14 **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.

2.15 **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.

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.

2.16 **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.

2.17 **BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, 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.

2.18 **FACILITIES**

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

2.19 **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.

2.20 **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, no 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) days prior to bid date, addressed to the Purchasing Representative. 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 Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

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.

2.21 **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.

End of Section

THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE.

THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK.

3. SPECIAL TERMS AND CONDITIONS

3.1 DISCOUNTS

Bidders are invited to offer a maximum discount off their published, current catalog on supplies and equipment for our Biology, Chemistry, Physics and Veterinary Sciences classes. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's catalog. For the purpose of this bid, supplies and equipment shall be defined as follows:

"SUPPLIES":

Any catalog item that is consumable or is less than \$25.00 would be considered a supply.

"EQUIPMENT"

Any catalog item that has a useful life of more than one (1) year is considered equipment (this shall include all machinery items and furniture). Vendors are welcome to bid a separate single fixed discount on machinery and furniture.

3.2 LENGTH OF CONTRACT

Prices shall remain firm for a base period of three (3) years from date of bid award. 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.

3.3 METHOD OF AWARD

In order to meet the needs of the School District of Osceola County, awards will be made to a variety of vendors who offer the **best fixed** discount and the overall lowest catalog prices. These bidders shall be in a favorable position to compete for the District's business, and those who offer the lowest prices for those items, that comply with specifications and otherwise meet requirements, should obtain the largest volume of business.

3.4 PROMOTIONAL PRICING

Bidder will extend during the contract period any item(s) offered on a "promotional" basis from the awarded vendor's source of supply. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower prices.

3.5 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.

3.6 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.

3.7 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.

3.8 RIGHT TO TERMINATE

In the event, any of the provisions of the contract are violated by the successful bidder, 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.

3.9 **CATALOG PRICING**

Bid pricing will be held to the current catalog in use by all schools and departments. Price increases will not be allowed until a new catalog has been approved and accepted by the Purchasing Department. It will be the vendor's responsibility to distribute an ample supply of catalogs to each school and department utilizing this bid. Booklets and Price's used to adjust catalog pricing will not be acceptable. As new catalogs become available, it is the vendor's responsibility to have:

New catalog approved by the Purchasing Department. Deliver sufficient quantities to all schools and departments with notice explaining new pricing. Establish effective date after the two above requirements have been met. Any price discrepancies which occur as a result of the vendor not following the above guide-lines, must be honored by the vendor.

3.10 **CATALOGS TO SDOC LOCATIONS**

After award, successful bidders shall furnish at least two of the **up to date catalog(s)** to all schools and departments in the School District of Osceola County. A list of locations will be supplied to all successful bidders.

3.11 **NEW ITEMS**

New items appearing in the vendor's catalog released after the bid opening date may be covered by this bid as if these items were originally included in the catalog(s) submitted with the bid.

3.12 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: the address will be listed on the Purchase Order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building and setting it/them 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 twenty (20) calendar days from the date of the receipt of the purchase order. If delivery cannot be made within this time frame, on the Bid price sheet, indicate best delivery.

C. **F.O.B. POINT**

No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida. The F.O.B. Point shall be the Facility placing the order and the address will be listed on the Purchase Order. Bid proposals showing other than F.O.B. destination will not be accepted.

D. **HOURS OF DELIVERY**

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.

3.13 **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.

3.14 **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.

3.15 **DAMAGED ITEMS**

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

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **ORDERS**

Schools, departments and centers of the District may issue purchase orders directly to the successful bidder(s). The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions of this bid. Each purchase order will be mailed to the awarded vendor. The order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be noted in wiring and returned to the school or department within ten (10) working days for acceptance of these changes. NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.

No guarantee is given or implied as to the total quantity or dollar value of this bid. The SDOC is not obligated to place an order with any vendor participating in this bid. All schools and departments, however, will be urged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest price.

3.20 **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.

3.21 **AREA REPRESENTATIVE**

Bidders are to indicate in the space provided on the Price Sheet the name, address, telephone and fax numbers of the local area representative who will make periodic scheduled visits to the schools/departments and who will be available on demand. THIS REPRESENTATIVE MUST HAVE THE AUTHORITY TO RESOLVE BILLING AND DELIVERY PROBLEMS.

3.22 **INSURANCE**

The awarded Contractor (if making direct deliveries) 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

Certificate of workers compensation for all employees

Proof of automobile liability

3.23 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or no renewed, the issuing company will provide 30 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.

3.24 **WARRANTY**

The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for the manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship, excepting ordinary wear and tear, appears 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.

3.25 **Exclusions**

List on the price sheet any exclusions or exceptions to the bid.

3.26 **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 percent (1%) 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 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

4.1 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

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 do 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.

4.2 LABELS ON CATALOG

All catalogs to the schools must be labeled on the front cover with bid information.

4.3 SAMPLE PRICE SHEET

Sample Price Sheet shall be filled out

End of Section

THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE.

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SAMPLE LIST

SCIENCE CATALOG BID

<u>Item</u>	<u>Description</u>	<u>Page#</u>	<u>List Price</u>	<u>Discount</u>	<u>Discount Price</u>
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SUPPLIES

1.	Owl Pellet Kit Fisher AJS19366A or Approved Equivalent	_____	_____	_____	_____
2.	Soil Organism Study Kit Fisher AJS19363 or Approved Equivalent	_____	_____	_____	_____
3.	Co-Flex Cohesive Flexible Bandage 4in. x 5yd. roll (stretched) wt 0.25lbs Nasco C13818(x)N or Approved Equivalent	_____	_____	_____	_____
4.	Hay Feeder Made of ¼ wire with smooth, powder-coat finish. Nasco 25279N or Approved Equivalent	_____	_____	_____	_____
5.	Shoulder Length Gloves Dispenser Pack 1¼ mil gloves with watertight seams. Pkg. of 100 Nasco C06271N or Approved Equivalent	_____	_____	_____	_____
6.	Safety Goggle Frey Scientific 15577918 or Approved Equivalent	_____	_____	_____	_____
7.	Aquaport Competitive Stager Pitsco D23820-067 or Approved Equivalent	_____	_____	_____	_____

FURNITURE

1.	Mobile Lab Table & Mirror 48"W x 38"D x 36"H Stainless steel sink, 1¼"ChemArmor top. Hand water pump, 2-water bottles. 25' grounded extension cord & mirror, Connecting hoses, crossbar & clams. Frey Scientific 15568154 or Approved Equivalent	_____	_____	_____	_____
2.	Science Table Chemical Resistant Black top 24" x 54" apron foot.	_____	_____	_____	_____

EQUIPMENT

- | | | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------|
| 1. | Goggle Sanitizers
Frey Scientific 15565303
or Approved Equivalent | _____ | _____ | _____ | _____ |
| 2. | Rock, Mineral & Fossils of the U.S.
50 specimens 1" x 1" & number coded
With compartment container.
Science Kit 47045-00
or Approved Equivalent | _____ | _____ | _____ | _____ |
| 3. | Tuning Fork Set
8 Tuning Forks w/mallet
Tuning forks # 256, 288, 320,341.3, 384,426.6, 480,& 512.
Science Kit 47731-00
or Approved Equivalent | _____ | _____ | _____ | _____ |
| 4. | Ohaus Primer Balance | _____ | _____ | _____ | _____ |
| 5. | FETAL PIG , single,
11-13"each Formaldehyde Free | _____ | _____ | _____ | _____ |
| 6. | Hobble
Heavy 1½" cushioned leather pad, adjustable w/copper rivets,
chain connector with swivel center.
Nasco C0137N
or Approved Equivalent | _____ | _____ | _____ | _____ |
| 7. | Form Wing Glider Pak
Pitsco D54601-127
or Approved Equivalent | _____ | _____ | _____ | _____ |

BOTTLE CHEMICALS

- | | | | | | |
|----|---------------------------------------------------------------------------------------|-------|-------|-------|-------|
| 1. | Aluminum Chloride 500g | _____ | _____ | _____ | _____ |
| 2. | Crystal Violet 10g | _____ | _____ | _____ | _____ |
| 3. | Gram Stain Kit Set
Consisting of 4 Bottles of 30mL ea.
(w/dropper capes) | _____ | _____ | _____ | _____ |
| 4. | Potassium Chlorate 100g | _____ | _____ | _____ | _____ |

Total Amount \$ _____

PRICE SHEET

SCIENCE CATALOG DISCOUNT BID

- 1. DISCOUNT OFF SUPPLIES/ CONSUMABLES _____ %
- 2. DISCOUNT OFF FURNITURE _____ %
- 3. DISCOUNT OFF MACHINERY / EQUIPMENT _____ %
- 4. DISCOUNT OFF PRESERVED MATERIALS _____ %
- 5. DISCOUNT OFF BOTTLED CHEMICALS _____ %
- 6. MINIMUM ORDER AMOUNT (if applicable) \$. _____
- 7. Quote or Contract Number (if applicable) _____
- 8. Best time for delivery after receipt of purchase order. _____
- 9. Exclusions if any and how to identify them in the catalog:

10. **AREA REPRESENTATIVE:**

NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

Are other entities allowed to piggyback from this bid? Yes No

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.

NAME (Typed or Printed)

TITLE

SIGNATURE

VENDOR NAME

TELEPHONE NUMBER

DATE

FACSIMILE NUMBER

E-MAIL ADDRESS