

# **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](http://www.osceola.k12.fl.us)

## **October 28, 2005 CALL FOR BID BID #SDOC 06-037 KB**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **DISPENSERS AND CHEMICALS FOR WAREWASHING EQUIPMENT** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **11:00 am on November 22, 2005**. 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.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number, opening date and time along with the vendors name and address. 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, please include a stamped, self-addressed envelope.

Effective July 5, 1990, State Board of Education Rule 6(A)-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.

### **DISCRIMINATION CLAUSE FOR CONTRACTUAL DOCUMENTS**

In accordance with HB 2127, Section 6 (3)(a), all invitations to bid, as defined by 287.012(11)FS, requests for proposals, as defined by 287.012(15), and any written contract document of the State shall contain a statement informing entities of the discrimination provisions of paragraph (2)(a). This reference is cited below for your use in related contract documents.

**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.

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**INVITATION TO BID**

BID #SDOC 06-037 KB

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT IF YOUR COMPANY IS AWARDED THE BID.

NAME OF BID: DISPENSERS AND CHEMICALS FOR WAREWASHING EQUIPMENT

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (Area Code) \_\_\_\_\_ FAX: (Area Code) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**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.

- Drug Free Workplace Certification**
- Insurance Documentation as specified in Bid**
- Illustrations**
- Specifications**
- MSDS**

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

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

DRUG FREE WORKPLACE  
CERTIFICATION FORM  
BID #SDOC 06-037 KB

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 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.

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Vendor's Signature

ne (pr237p)

Document1  
10/27/2005 3:28:00 PM

**DISPENSERS AND CHEMICALS FOR  
WAREWASHING EQUIPMENT**

**BID #SDOC 06-037 KB**

**1.0**     **SCOPE**

- 1.1     The purpose of this bid is to receive firm pricing on the purchase and delivery of chemicals for dispensers for the School District of Osceola County. **The required dispensers needed for the usage of the chemicals specified in this bid are to be provided and installed at no charge to the District.** This contract shall cover a variety of items, pricing is to include delivery to the location listed on the purchase order.
- 1.2     During the contract period the awarded vendor must resolve any problems and provide training upon request.

**2.0**     **GENERAL INFORMATION**

- 2.1     The enclosed constitute the complete set of specification requirements and bid forms. The bid is to be filled in, signed, and the entire document sealed in an envelope bearing the bid number on the outside and mailed or presented to the Purchasing Department on or before the specified time and date.
- 2.2     The responsibility for getting the bid to the School District of Osceola County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the bidder. The School District of Osceola County will in no way be responsible for delays caused by any other occurrence. Offers by telegram, fax, e-mail or telephone will not be accepted.
- 2.3     The bid time will and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids, if requested, will be returned to the vendor unopened otherwise they will be put into the bid folder unopened.
- 2.4     Bidders will not be allowed to withdraw or 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     For information concerning this bid, please **“fax or e-mail”** all questions to Kathy Brown, Senior Buyer at 407-870-4616 or [brownk@osceola.k12.fl.us](mailto:brownk@osceola.k12.fl.us). **All questions must be received no later than 7 workdays before bid opening.** All questions will be answered in the form of an addenda. **Please** be sure you read the bid over carefully to assure that the questions you are asking are not already answered in the bid requirements. **Questions to any other district personnel will not be considered valid.**
- 2.6     To ensure fair consideration for all bidders, the School District prohibits communication to or with any department, bureau or employee, either in or out of the Purchasing Department, except the specified buyer, during the submission process. Such communication initiated by the bidder may be grounds for disqualifying the bidder from consideration or award of the bid.
- 2.7     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. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Bidding Documents. **Only the interpretation or correction so given by the Buyer, in writing, shall be binding. Prospective Bidders are advised that no other source, either in or out of the Purchasing Department is authorized to give information regarding the Bid Documents.**
- 2.8     It shall be the responsibility of the bidder to contact the Purchasing Office 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.

**3.0 JESSICA LUNSFORD ACT (FINGERPRINTING):**

3.1 A Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act that went into effect on September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening and fingerprinting requirements as described in Statute 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school District.

**4.0 SAMPLES:**

4.1 Samples of product are to be furnished free of cost to the District. Samples, which are not used for testing, will become the property of the District unless otherwise stated by the bidder in writing to the School District. A letter requesting the return of samples should be sent either in the bid or along with the samples. All samples will be held for thirty (30) days and then will be distributed to various facilities.

**NOTE: All samples must be identified by vendor name and bid number.**

**5.0 SERVICE CALLS:**

5.1 Awarded vendor shall provide monthly service calls to maintain dishwasher, de-lime the machine and to check product dispenser. A completed warewashing service report is to be provided to the facility at the end of the service call.

**6.0 EMERGENCIES:**

6.1 Awarded vendor is to provide emergency service 24 hours a day 7 days a week as needed.

**7.0 BROCHURES/LITERATURE:**

7.1 Brochures/literature on the dispensers and chemicals are to be included with bid response.

**8.0 BIDDERS RESPONSIBILITY**

8.1 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.

**9.0 PRICE/DELIVERY**

9.1 Prices quoted for the chemicals must be the delivered price to any facility located within the School District. **The only exception will be the dispensers, which are the responsibility of the awarded vendor to install into the schools that require these services.** Any bids containing modifying or "escalator" clauses may not be considered.

9.2 "Acceptance" as herein used means the acceptance by the School District of Osceola County after the Purchasing Agent or their authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

9.3 Delivery of all items shall be made as specified herein. Deliveries resulting from this bid are to be made during the normal working hours of the School District of Osceola County.

9.4 Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his stated delivery date, the School District of Osceola County reserves the right to CANCEL the order or contract and make the purchase elsewhere.

9.5 The successful bidder(s) will be responsible for making any and all claims against carriers from missing or damaged items.

**10.0 TRAINING:**

10.1 Vendor is to provide training of the products purchased and a training chart on how to maintain and clean dishmachine.

**11.0 FEDERAL AND STATE TAX**

11.1 The School District of Osceola County is exempt from Federal Tax and State Tax. A copy of the Districts 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.

**12.0 ACCEPTANCE/REJECTION**

12.1 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 waive any irregularities and technicalities and may, at its discretion, request a rebid.

**13.0 CONTRACTUAL AGREEMENT**

13.1 This invitation to Bid shall be included and incorporated in the final award. 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.

**14.0 LEGAL REQUIREMENTS**

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

14.2 Vendors doing business with the District are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry religion, national origin, sex, or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

**15.0 EEO STATEMENT**

15.1 Equal opportunity: The School District of Osceola County believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because or race, creed, color, sex, age, or national origin.

**16.0 CONFLICT OF INTEREST**

16.1 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.

**17.0 NO BID**

17.1 Where more than one item is listed, any items not bid upon shall be indicated by a "NO BID". If no items are bid, the "NO BID" page should be returned. Failure to do so could be an indication that the bidder does not wish to be considered for future bids, and therefore will be deleted from the District's Vendor List.

**18.0 BID FORMS**

18.1 All bid proposals must be submitted on our standard Invitation to Bid Form. Bid proposals on vendor quotation forms will not be accepted. All forms that accompany this bid should be completed and returned to be considered a responsive bid.

**19.0 BID TABULATION**

19.1 Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request it by enclosing a self-addressed stamped envelope with their bid or go to the District website at [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

**20.0 BID AWARD**

20.1 SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean the lowest "ALL OR NONE" Total Net Bid Price for all required items. In determining which is the "lowest" and "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

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

**21.0 POSTING OF BID TABULATIONS**

21.1 Bid tabulations with recommended awards will be posted for review by interested parties at the Purchasing Department, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**22.0 MISTAKES**

22.1 Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk.

**23.0 F.O.B. POINT**

23.1 The F.O.B. Point shall be the facility listed on the purchase order. Bid proposals showing other than F.O.B. destination will not be accepted.

**24.0 PAYMENT**

24.1 Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required.

**25.0 BANKRUPTCY/INSOLVENCY**

25.1 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.

**26.0 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS**

26.1 The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Any item or items that do not meet the Districts 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.

**27.0 MSDS:**

All MSDS are to be included with bid response.

**28.0 WARRANTY**

28.1 The successful bidder shall fully warrant dispensers furnished hereunder against defect in materials and/or workmanship. Copy of all warranties/guarantees should be included with bid response.

**29.0 METHOD OF ORDERING**

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

**30.0 AS SPECIFIED**

30.1 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 be returned at no expense by the School District of Osceola County to the vendor.

30.2 Vendors need to review the Purchase Order for description quantity and prices. Once an order is filled, it is considered a complete contract and no adjustments will be made unless it is in the best interest of the District.

**31.0 RIGHT TO TERMINATE**

31.1 In the event that the successful bidder violates any of the provisions of the contract, the School District of Osceola County may serve written notice upon such bidder of its intention to terminate the contract. However, the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.

**32.0 CONTRACT PERIOD**

32.1 The contract will be 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) days written notice by the School District of Osceola County or a sixty (60) day written notice by the awarded vendor.

32.2 Purchases will be contingent upon available funding at the school or district level.

**33.0 PRICE INCREASE**

33.1 The awarded vendor may request a price increase at the end of each year upon presentation of a letter from the manufacturer showing a general overall price increase.

**34.0 CANCELLATION**

34.1 Orders will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the District's department performance standards.

**35.0 DELIVERY**

35.1 Delivery is requested within 2 calendar days after receipt of purchase order. The vendor shall notify Campus Grille if there is going to be a delay of more than 2 days. If the vendor is delayed in the delivery of his product because of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any manufacturer, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by Campus Grille.



**36.0 VENDOR SERVICE REPRESENTATIVE**

360.1 The bidder must submit with his bid proposal the name, address, phone number and fax number of the person(s) to be contacted for questions, the placement of an order and/or the coordination of service. This person must have the authorization to give credits for incorrect invoices. A space will be provided for this information on the Price Sheet.

**37.0 PACKAGING/SHIPPING LABELS**

37.1 Shipping labels should be attached to each carton and are to contain the following information: Purchase Order Number and quantity contained in each case.

**38.0 QUANTITY**

38.1 The School District of Osceola County reserves the right to increase or decrease total quantities as required. Total quantities ordered during the contract period would be approximate.

**39.0 INSURANCE**

39.1 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:

- 1) Certificate of general liability insurance - minimum of \$1,000,000
- 2) Certificate of workers compensation for all employees
- 3) Proof of automobile liability

**40.0 INSURANCE CANCELLATION**

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

40.2 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.

**41.0 HOLD HARMLESS AND INDEMNIFICATION**

41.1 The contractor agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

**42.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

42.1 Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

**43.0 OCCUPATIONAL HEALTH AND SAFETY**

43.1 In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item delivered from a contract resulting from this bid. The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness, and reactivity;
  - 2. The known acute and chronic health of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3. The primary routes of entry and symptoms of overestimating.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fires, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alter any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

**44.0 DAMAGE TO PERSON(S) OR PROPERTY**

44.1 The successful bidder shall at all times guard against damage or loss to person(s) or property of the School District of Osceola County or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The School District of Osceola County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

**45.0 PURCHASING AGENT AS REFEREE**

45.1 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.

**46.0 ANNULMENT OF THE CONTRACT**

46.1 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 Purchasing Agent or his/her duly appointed representative; (b) Failure on the part of the contractor to observe the requirements of these specifications.

**47.0 BID PROTEST BOND**

47.1 BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes, and Osceola County School Board Rule 7.70 III.

- 47.2 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 1 percent (1%) of the total value of the contract but not less than 4500.00 or more than 45,000.00.
- 47.3 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". The BIDDER, as the PRINCIPAL shall execute each such Bond 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.
- 47.4 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.
- 47.5 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 Moines represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same. The parties agree that this amount is not a penalty against the BIDDER.
- 47.6 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 of said Protest Bond, and such amount and sum shall be retained by OWNER.

**48.0 ESTIMATED USAGE:**

- 48.1 The following are the usages for the past year. You can use these estimates to fill out your bid prices. However, the usage could increase or decrease.

**TOTAL COST SYSTEMS:**

Detergent	98 Cases	Rinse Additive	112 Cases
Lime Stripper	102 Cases	Heavy Duty Degreaser	24 Cases

- 48.2 At the present time we are building 3 new schools. When they are completed it will be the responsibility of the awarded vendor to install dispensers into these school upon notification upon request.
- 48.3 Upon board approval awarded vendors will be given a list of schools and/or departments that will need to have the centers installed.

**49.0 DISPENSER LOCATIONS:**

- 49.1 Dispensers are currently located in the following schools.

Narcoossee Community	Discovery Intermediate	Pleasant Hill Elementary
Kissimmee Elementary	Highlands Elementary	Parkway Middle
Osceola High	Thacker Avenue	Deerwood Elementary
Kissimmee Middle	Michigan Avenue Elementary	Poinciana High
St. Cloud Middle	Neptune Middle	Cypress Elementary
Ventura Elementary	Horizon Middle	Poinciana Elementary
Boggy Creek Elementary	Hickory Tree Elementary	Zenith High
Gateway High	Mill Creek Elementary	
Celebration Learning Center	Lakeview Elementary	

**DISPENSERS AND CHEMICALS  
FOR WAREWASHING EQUIPMENT**

**BID #SDOC 06-037 KB**

**PRICE SHEET**

**Brochures and price list are to be included.**

Item	Est. Qty.	Description	Brand or Exceptions	Unit Price
1.	80 Cases	Dishwashing Detergent, heavy duty encapsulated, solid, chlorinated, formulated for all water conditions, powerful automatic soil suspending agents and defoamers, 4x9 lb. cap, Total Cost Systems Solid Master or equal		
2.	5 Cases	Dishwasher Detergent, heavy duty, alkaline based, all temperature, liquid, emulsify grease and heavy duty soil, can be used in all water conditions, 4x1 gal. per case, Total Cost Systems Bullseye or equal		
3.	2 Case	Dishwasher Detergent, formulated for use in low temperature dish machines, for all soil loads in soft to medium hard water, 5 gal pail, Total Cost Systems Low Temp Detergent or equal		

BID #SDOC 06-037 KB

Item	Est. Qty.	Description	Brand or Exceptions	Unit Price
4.	90 Cases	Rinse Additive, Hi-temp formulated rinse additive, for soft to medium hard water, provides excellent sheeting action, superior spot free results, 4x1 gal. per case, Total Cost Systems Klear Dry or equal		
5.	90 Cases	Lime Stripper, Concentrated phosphoric acid cleaner with penetrating agents, removes lime scale and hardness build-up for dish machines, coffee urns and steam tables, dilution rate is 1/2 gallon per tank, 4x1 gallon case, Total Cost Systems Lime Stripper or equal		
6.	25+ Each	Dispensers, Knight Micro Pro II (The Next Generation) or equal		<b>NO CHARGE</b>

7. Balance of line discount \_\_\_\_\_ %

8. Other Entities Can Piggy-Back From This Bid \_\_\_\_\_ Yes \_\_\_\_\_ No.

9. Name, Address, Phone And Fax Number Of Representative.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Phone Number

\_\_\_\_\_ Fax Number

\_\_\_\_\_ E-Mail Address

BID #SDOC 06-037 KB

10. 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 (Printed/Typed)

---

TITLE

---

SIGNATURE

---

VENDOR NAME

---

DATE

---

TELEPHONE NUMBER

---

FACSIMILE NUMBER

---

E-MAIL ADDRESS

**STATEMENT OF NO BID**  
BID #SDOC 06-037 KB

School District of Osceola County  
Kathy Brown  
Senior Buyer  
817 Bill Beck Blvd.  
Kissimmee, FL 34744

Dear Mrs. Brown,

We, the undersigned, have declined to bid on your Bid # \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ 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 executed and returned by the bid due date, our name may be deleted from the list of qualified bidders for the School District of Osceola County, Florida. **PLEASE MARK BID NUMBER ON THE OUTSIDE OF THE ENVELOPE AND INDICATE THAT IT IS A "NO BID"**.

Company Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Cut out the Label below and attach it to your envelope

**DO NOT OPEN \* SEALED BID \* DO NOT OPEN**

**SEALED BID NUMBER: SDOC 06-037 KB**

**BID TITLE: Dispensers & Chemicals For Warewashing Equipment**

**BID TO BE OPENED ON November 22, 2005 AT 11:00 AM**

**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