

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495
Phone: (407) 870-4600
Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

FEBRUARY 27, 2006

CALL FOR BID

BID # SDOC 06-073-RB

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **LAMPS & BALLASTS BID** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on April 14, 2006**. 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 6A-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

Purchasing: (407) 870-4630 FAX (407) 870-4616

INVITATION TO BID

BID # SDOC 06-073-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 LAMPS & BALLASTS 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 details.
- ❖ Catalogs
- ❖ Drug Free Workplace Certification
- ❖ QUESTIONNAIRE

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 # SDOC-06-073-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)

LAMPS & BALLASTS BID

Bid # SDOC 06-073-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

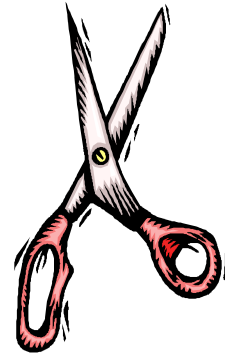
SEALED BID NUMBER: _____ BID # SDOC 06-073-RB _____

BID TITLE: _____ LAMPS & BALLASTS BID _____

BID TO BE OPENED ON April 14, 2006 @ 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

LAMPS & BALLASTS BID

BID # SDOC 06-073-RB

1. **SCOPE**

1.1 THIS SPECIFICATION establishes the minimum requirements for **THE PURCHASE OF LAMPS & BALLASTS 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 **May 7 2006 through May 8, 2009** 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 renewed 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 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 **CATALOGS TO SDOC LOCATIONS**

After award, successful bidders shall provide at least two (2) **CATALOGS with PRICE SHEETS**, as presented in bid, 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 a responsibility of the vendor, not the District. The **CATALOGS** are to be **LABELED** with **BID INFORMATION** on the front cover.

1.4 **DISCOUNT ADJUSTMENTS (catalog)**

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 **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.

1.6 **PRICE ADJUSTMENT**

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, after the first year of fixed pricing.

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 re-bid.

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 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, response, bid document. 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 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) days prior to cancellation date.

2.11 **CONTRACTUAL AGREEMENT**

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, with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for 72 hours. 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. www.osceola.k12.us/depts/purchasing.

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.

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.

2.17 **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 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.

2.19 **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. "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.
7. "Contract Documents" shall consists 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.

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, 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.

2.23 **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.

2.24 **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 contact 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.

3. **SPECIAL TERMS AND CONDITIONS**

3.1 **LENGTH OF CONTRACT**

Discount 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.

3.2 **METHOD OF AWARD**

BID PRICES will be accepted and considered by the following method: An "ALL OR NONE" Bid for the entire quantity of items. 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.

3.3 **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.

3.4 **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.

3.5 **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.

3.6 **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.

3.7 **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. 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.

C. 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 ORDERS

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the purchase of FILL-IN . The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the chosen vendor. This purchase order represents an offer to buy. The order should be reviewed for correct prices, catalog numbers, extensions, etc. **NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERANTIONS.**

3.13 INVOICING

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the purchase of FILL-IN . The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the chosen vendor. This purchase order represents an offer to buy. The order should be reviewed for correct prices, catalog numbers, extensions, etc. **NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERANTIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.**

3.14 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.**

3.15 **MAKE AND MODEL**

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

3.16 **REJECTED ITEMS**

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

3.17 **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

3.18 **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.

3.19 **INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or not 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.

3.20 **EXCLUSIONS**

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

3.21 **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 The Manufactures that the District will accept are Sylvania, GE or Philips.

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

4.4 The final award shall be made **"ALL OR NONE"**

4.5 Lot A - Bulbs

Lot B - Ballast

4.6 Documentation of compliance with environmental protection policy and other regulatory requirements required by the Florida Department of Environmental Protections (DEP) including all submittals required by chapter 62-737, Florida administrative code, 'the management of spent mercury-containing lamps and devices destined for recycling,' effective 5/20/98, the federal, state, county or other governmental unit(s) in the jurisdiction where the facility is located."

4.7 This specification encompasses the State of Florida's lamp requirements which include the various types and sizes of fluorescent, incandescent, emergency exit lamps, quartz, mercury vapor/parking lot, high pressure sodium, metal halide, and ballast's.

4.8 Bidders shall supply with their bids, catalogs with manufacturers of products, listing the various sizes and type used for the School District of Osceola County. Bidders shall supply these catalogs with their bid proposals. Non-compliance with this stipulation may result in your bid not being considered. The awarded contractor shall furnish current catalogs and Product Price Sheet to the Purchasing Department and also to the Maintenance Department.

4.9 Products Bid shall meet appropriate American National Standards Institute (ASSI) C78 Standards.

4.10 **BALANCE OF PRODUCT LINE DISCOUNT**

Balance of Product Line – **Must be submitted with bid, acceptable submittals are catalogs, computer printouts etc.** Awarded Vendor(s) are requested to offer a "balance-of-line" pricing on all supplies and services which are offered in addition to the items offered on your response. The balance-of-line discount does not apply to any of the contractor's specials, marketing promotions, or sales that are available to each contract eligible user. It is the intent of this contract that by greatly expanding the "balance-of-line", all eligible contract users will have a much greater variety of items and services from which to choose. Further vendors may update the balance-of-line offerings as new items and/or services become available for which the stated discount will apply. Balance-of-line offerings apply only to vendors winning an award. The Purchasing Department reserves the right to accept or reject any individual item(s) or all items offered as balance-of-line. Balance of Product Line shall be Discount off list price. Balance of line submittals may be updated; however the stated discount shall remain the same for the duration of the contract.

LAMPS & BALLASTS BID

BID # SDOC 06-073-RB

QUESTIONNAIRE

The following questionnaire will be answered by the Bidder for use in the evaluating of the bid to determine the "lowest" and "best" bid. 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.

1. 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 job site 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): _____

Licenses currently valid in force: _____

5. **Total number of permanent staff employed includes the following:**

Foremen: _____
Layout Personnel _____
Management: _____
Unskilled Labor: _____
Other: _____

6. **List Four (3) Most Significant Projects Completed in the Last Five (5) Years:**

PROJECT #1:

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

PROJECT #2:

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

PROJECT #3:

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

7. Has anyone employed by your firm ever been convicted, plead nolo contender (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.

**PRICE SHEET
LAMPS & BALLASTS BID
Bid # SDOC 06-73-RB**

LOT A FLUORESCENT

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
1.	F032/741/ECO			4,000	\$_____/LAMP	\$_____
2.	F40CW/RS/SS			1,000	\$_____/LAMP	\$_____
3.	F40 T12/CW/WM 4FT			1,500	\$_____/LAMP	\$_____
4.	CF26DD/E/841			1,000	\$_____/LAMP	\$_____
5.	F34CW/SS/ECO			2,000	\$_____/LAMP	\$_____
6.	40A34SS			1,000	\$_____/LAMP	\$_____
7.	F032/841			1,000	\$_____/LAMP	\$_____
TOTAL						\$_____

8. Manufacturer's name, price sheet and effective date.

9. Minimum Order Amount (if applicable).

**INCANDESCENT
EMERGENCY EXIT LAMPS**

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
10.	65BR30			1,000	\$ _____	\$ _____
11.	60 A/W/RP 120			1,000	\$ _____	\$ _____
12.	75 A67/SS(130V)A19			1,000	\$ _____	\$ _____
13.	100A/90/SS(130V)IFA19			500	\$ _____	\$ _____
14.	90PAR/38/CAP/FL130V			300	\$ _____	\$ _____
15.	30W 130V Med			300	\$ _____	\$ _____
TOTAL						\$ _____

16. Manufacturer's name, price sheet and effective date. _____

17. Minimum Order Amount (if applicable). _____

QUARTZ

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
18.	150Q/CL/MC(ESL)120V			75	\$ _____	\$ _____
19.	150Q/CL/MC(130V)			75	\$ _____	\$ _____
20.	500 T3Q/CL(FCL)120V			75	\$ _____	\$ _____
TOTAL						\$ _____

21. Manufacturer's name, price sheet and effective date. _____
22. Minimum Order Amount (if applicable). _____

MERCURY VAPOR / PARKING LOT

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
23.	H38AV-100 / DX100 Watts			50	\$ _____	\$ _____
24.	H39KC-175/DX175 Watts			100	\$ _____	\$ _____
25.	H37KC-250/DX250 Watts			70	\$ _____	\$ _____
26.	H33GK-400/DX400 Watts			150	\$ _____	\$ _____
27.	H33CD-400400 Watts			50	\$ _____	\$ _____
TOTAL						\$ _____

28. Manufacturer's name, price sheet and effective date. _____
29. Minimum Order Amount (if applicable). _____

HIGH PRESSURE SODIUM

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
30.	LU50/MED			100	\$ _____	\$ _____
31.	LU70/S62 MOGUL			250	\$ _____	\$ _____
32.	LU100/MED			50	\$ _____	\$ _____
33.	LU250			50	\$ _____	\$ _____
34.	LU400			50	\$ _____	\$ _____
35.	LU150-55			50	\$ _____	\$ _____
TOTAL						\$ _____

36. Manufacturer's name, price sheet and effective date. _____

37. Minimum Order Amount (if applicable). _____

METAL HALIDE

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
38.	M175/C/U			75	\$ _____	\$ _____
39.	M250/C/U			150	\$ _____	\$ _____
40.	M400/C/U			75	\$ _____	\$ _____
41.	M400/U			75	\$ _____	\$ _____
42.	MXR10/U/MED			75	\$ _____	\$ _____
43.	MXR150/U/MED			75	\$ _____	\$ _____
TOTAL						\$ _____

44. Manufacturer's name, price sheet and effective date.

45. Minimum Order Amount (if applicable).

BALLASTS

LOT B

ITEM #	DESCRIPTION	BRAND & PRODUCT #	CASE SIZE	EST. QTY.	UNIT PRICE	TOTAL
46.	806-SLH-TC-P120V			100	\$ _____	\$ _____
47.	443-L-SLH-TC-P277V			450	\$ _____	\$ _____
48.	446-L-SLH-TC-P120V			500	\$ _____	\$ _____
49.	490-X-LH-TC-P			100	\$ _____	\$ _____
50.	1230-93U-500K 400 Watts			50	\$ _____	\$ _____
51.	1030-92S-500K250 Watts			50	\$ _____	\$ _____
52.	G4-IN-T8-120V			50	\$ _____	\$ _____
53.	806-SLH-TC-P			50	\$ _____	\$ _____
TOTAL						\$ _____

54. Manufacturer's name, price sheet and effective date. _____
55. Minimum Order Amount (if applicable). _____
56. BALANCE OF PRODUCT LINE DISCOUNT (LOTS A & B) _____%

**DISCOUNT FOR THE BALANCE OF ELECTRO MAGNETIC
FLUORESCENT BALLAST'S PRODUCT LINE AS LISTED IN CATALOG**

- 57. Fluorescent Ballast's Fixed Discount _____
- 58. Manufacturer's name, price sheet and effective date _____
- 59. Minimum Order Amount (if applicable) _____

**DISCOUNT FOR THE BALANCE OF
HID BALLAST'S PRODUCT LINE AS LISTED IN CATALOG**

- 60. Ballast's Fixed Discount _____
- 61. Manufacturer's name, price sheet and effective date _____
- 62. Minimum Order Amount (if applicable) _____

**DISCOUNT FOR THE BALANCE OF
SIGN BALLAST'S PRODUCT LINE AS LISTED IN CATALOG**

- 63. Sign Ballast's Fixed Discount _____
- 64. Manufacturer's name, price sheet and effective date _____
- 65. Minimum Order Amount (if applicable) _____

DISCOUNT FOR THE BALANCE OF
ELECTRONIC BALLAST'S PRODUCT LINE AS LISTED IN CATALOG

- 66. Electronic Ballast's Fixed Discount _____
- 67. Manufacturer's name, price sheet and effective date _____
- 68. Minimum Order Amount (if applicable) _____
- 69. Discount off miscellaneous parts and supplies offered by the vendor _____

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

NAME (Typed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER