



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

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

BID # SDOC-06-088-LK SIXTY (60) DAY FIXED PRICES FOR PORTABLE CLASSROOM ELECTRICAL HARDWARE COMPONENTS

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

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

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

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

TOLL FREE TELEPHONE: (Area Code) _____

TYPED NAME OF PERSON RESPONSIBLE FOR BID/RFP: _____

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

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS FOR PERSON ABOVE: _____

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

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

TYPED NAME: _____

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

FAX: (Area Code) _____ EMAIL ADDRESS: _____

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

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

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

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

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



Board Meets First Tuesday of Each Month

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

An Equal Opportunity Agency

The School District of Osceola County, Florida

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

May 12, 2006

CALL FOR BID BID #SDOC-06-088-LK

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **SIXTY (60) DAY FIXED PRICES FOR PORTABLE CLASSROOM ELECTRICAL HARDWARE COMPONENTS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM on May 25, 2006**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

A Deadline is set for May 19, 2006 at 12:00 PM for any questions regarding the list of components specified. Any and all questions must be addressed in writing and sent to Lisa Kesecker, Purchasing Specialist by fax at Fax # (407) 870-4618 or by email at keseckel@osceola.k12.fl.us. If necessary, an Addendum will be issued May 22, 2006 to answer questions received by the deadline. It is the Vendors responsibility to check to see if any Addenda have been issued. Failure to do so may disqualify your bid.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

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

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

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

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REQUIRED BID SUBMITTALS:

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

Drug Free Workplace Certification

Electronic Catalog or Manufacturer's Website Link with suggested retail prices for Balance of Product Line Discounts

Product Samples if requested

Letter from Square D indicating that your Company is an Authorized Distributor

Additional Submittals specific to this bid may also be required. See Bid for details.

VENDORS MAY FAX BACK THEIR ENTIRE BID PACKET (18 PAGES) TO FAX # (407) 870-4618 PRIOR TO THE SCHEDULED BID OPENING DATE & TIME OR THEY CAN SCAN THE BID INTO A PDF DOCUMENT AND EMAIL IT TO THE PURCHASING SPECIALIST AT keseckel@osceola.k12.fl.us IF YOU CHOOSE TO FAX OR EMAIL YOUR BID, PLEASE FOLLOW UP WITH A HARD COPY IN THE MAIL.

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

STATEMENT OF NO BID

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

Attn: Lisa Kesecker – Purchasing Specialist

Bid # SDOC-06-088-LK

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

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

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

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

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

Failure to do so may result in your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u> # SDOC-06-088-LK </u>
BID TITLE:	<u> SIXTY (60) DAY FIXED PRICES FOR PORTALBE </u> <u> CLASSROOM ELECTRICAL HARDWARE COMPONENTS </u>
BID TO BE OPENED ON	<u> May 25, 2006 </u> AT <u> 2:00 </u> P.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

REMINDER: A QUESTION DEADLINE IS SET FOR FRIDAY, MAY 19, 2006 BEFORE 12:00 PM

AN ADDENDUM WILL BE ISSUED MONDAY, MAY 22, 2006 ADDRESSING ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE.

DUE TO THE VOLATILE NATURE OF COPPER WIRE

ALL BIDDERS ARE ASKED TO LIST THEIR WIRE PRICE FOR TUESDAY, 5/23/06
THIS WILL BE USED ONLY TO HELP EVALUATE THE BID.
WE UNDERSTAND THAT YOU CAN NOT HOLD YOUR COPPER WIRE PRICES FOR 60 DAYS,
PLEASE INDICATE ON THE PRICE SHEET HOW LONG YOU CAN HOLD YOUR PRICE.

THE BID WILL BE AWARDED TO (1) PRIMARY VENDOR – LOWEST OVER ALL
AND (1) ALTERNATE VENDOR – SECOND LOWEST OVER ALL

DRUG FREE WORKPLACE
CERTIFICATION FORM

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

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

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

Vendor's Signature

ne(pr237p)

BID #SDOC-06-088-LK

Sixty (60) Day Fixed Prices for Portable Classroom Electrical Hardware Components

1. **SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for the purchase of **ELECTRICAL HARDWARE COMPONENTS**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 THE INTENT of this bid is to establish a term contract for a base period of sixty (60) days from the date of award of the bid during which time, the successful bidder shall guarantee firm fixed delivered prices for the item(s) awarded to him as specified in this bid. Also, this contract may be extended at the conclusion of the sixty (60) day base period for two (2) additional sixty (60) day periods (for a total of six (6) months). If vendors are unable to extend this contract due to price increases from their suppliers, the School District may ask all vendors who originally participated to resubmit pricing for the next sixty (60) day period with the option to renew, at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) day written notice by the School District of Osceola County or the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the school or district level.
- 1.03 **BALANCE OF PRODUCT LINE**
The Price sheet has three (3) separate Balance of Product Line areas. Each will be handled differently. Any additional items not originally covered in this bid (balance of product line) shall be made available to the School District by either having a set discount off the Manufacturers List price, or percentage % overhead/markup. If you are offering a Balance of Product Line Discount, and are able to submit the manufacturer's electronic catalog and their list prices (please do so). On balance of product line items, the District will call or fax a "Quote Sheet" requesting your discounted price using the discount or markup you listed in the bid documents. It is the Vendors responsibility to verify any balance of product line discounts with SDOC auditors if requested.
- 1.04 **PRICE ADJUSTMENT**
After the first sixty (60) days of fixed pricing, if there has been a general increase of prices throughout the industry, confirmed by a certified letter from the Vendor/Contractor's source of supply, the School District reserves the right to accept an increase, negotiable through the Purchasing Agent.
- 1.05 **ESTIMATED CONTRACT VALUE**
The School District of Osceola County "SDOC" estimates this contract to be valued at \$400,000.00 for the first Sixty (60) days.

2. **STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

The complete bid package, as received, must be returned "intact" in a sealed envelope, plainly marked on the outside with the Bid number it's opening date and time along with the Bidder's Company name and address. Non-compliance with this stipulation may result in your bid not being considered. BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, 817 Bill Beck Boulevard, Building 2000, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified. **See the Paragraph at the bottom of Page 2.**

2.03 **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.

2.04 **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.

2.05 **INQUIRIES – QUESTION DEADLINE**

Please direct all inquiries concerning this bid, in writing by the question deadline scheduled for Friday, May 19, 2006 at 12:00 PM to: Lisa Kesecker – Purchasing Specialist, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, send questions via fax at (407) 870-4618 or email to: keseckel@osceola.k12.fl.us If necessary an Addendum will be issued Monday, May 22, 2006 to address questions received by the Question Deadline.

2.06 **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.

2.07 **AVAILABILITY OF FUNDS**

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

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The 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) calendar days prior to cancellation date without “cause” and ten (10) calendar days with “cause”.
- 2.11 **UNIFORM COMMERCIAL CODE**
The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.
- 2.12 **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 **POSTING OF BID TABULATIONS**
Bid tabulations with recommended awards will be posted for review, 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.
- 2.14 **CHECK UNIT PRICES**
PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.
- 2.15 **NON-COLLUSION**
Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.
- If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.
- Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.
- 2.16 **CONFLICT OF INTEREST**
The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.
- 2.17 **EEO STATEMENT**
The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.18 **BANKRUPTCY / INSOLVENCY**

At the time of 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 **LITIGATION HISTORY**

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

2.22 **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, either in or out of the Purchasing Department, except the specified buyer, during the submission process. Such communication initiated by a bidder may be grounds for disqualifying the bidder from consideration or award of the bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing 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 Lisa Kesecker, Purchasing Specialist, 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.

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

2.23 **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. "Vendor" shall mean the Bidder.
4. "Contract Documents" shall consists and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) purchase order,
 - d) bidder's submittals, if any,
 - e) contract agreement, if required.

2.24 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER**

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

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Beeper or Cellular Phone Number: _____

2.25 **EMERGENCY / STORM RELATED CATASTROPHE CONTRACTOR AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any contractors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

2.26 **FAMILIARITY WITH LAWS**

The contractor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him from any responsibility or liability arising from the award. The awarded contractor assures and certifies that they will comply with:

- U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7).
- Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.
- Title VI of the Civil Rights Act of 1964
- Age Discrimination Act of 1975
- Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination.
- Americans with Disabilities Act
- Anti-Kickback Act of 1986, 41 U.S.C. Section 51
- The Hatch Act, 18 U.S.C. 594, 598, 600-605

- Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
- Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex.
- Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
- Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
- Lead-Based Paint Poison Prevention Act
- Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
- Clean Air Act of 1955, 42 U.S.C. 7401-7642
- Clean Water Act of 1977
- Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
- Records Retention, 34 C.F.R.

2.27 SPECIAL STORM RELATED TERMS AND CONDITIONS

2.28 ACCESS TO RECORDS

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.29 EQUAL EMPLOYMENT OPPORTUNITY {34 CFR 80.36(i)(3)}:

All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (This applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

2.30 COPELAND "ANTI-KICKBACK" ACT {34 CFR 80.36(i)(4)}:

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (This applies to all contracts and sub grants for construction or repair).

2.31 DAVIS-BACON ACT {34 CFR 80.36(l)(5)}:

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal grant program legislation). (This applies to construction contracts in excess of \$2,000 awarded by the district and sub-grantees when required by Federal grant program legislation).

2.32 CONTRACT WORK HOURS & SAFETY STANDARDS ACT {34 CFR 80.36(i)(6)}:

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (This applies to all construction contracts awarded by the district and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts, which involve the employment of mechanics or laborers).

2.33 RECORDS RETENTION {34 CFR 80.36(l)(11)}:

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payment, and all other pending matters are closed.

- 2.34 **CLEAN AIR ACT** {34 CFR 80.36(l)(12)}:
All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act {42 U.S.C. 1857(h)}, section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This applies to contracts, subcontracts, and sub-grants of amounts in excess of \$100,000).

3. SPECIAL TERMS AND CONDITIONS

3.01 LENGTH OF CONTRACT

Prices shall be firm fixed delivered pricing for the sixty (60) day base period from the date of bid award, with the option to renew for two (2) additional sixty (60) day periods for a total of six (6) months. If vendors are unable to honor prices due to an increase from their suppliers, the School District may ask the vendors who originally participated to resubmit pricing for the next sixty (60) day period with the option to renew. 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 thirty (30) day written notice to cancel as specified herein.

3.02 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.

3.03 BID AWARD – Primary & Alternate

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 any informality.

This bid shall be awarded to a Primary and Alternate vendor. The primary vendor shall always be contacted first for all orders covered under this bid. If, at any time during the contract, the Primary vendor cannot fulfill any given order, an authorized Primary vendor representative MUST immediately confirm this (verbally is acceptable) to the requesting school board representative. Each order shall be filled by the Primary vendor unless the school board is notified otherwise. If any given order cannot be filled within the time constraints by the Primary vendor as stated herein, ONLY then shall the Alternate vendor be contacted to fill the order. Regardless of which vendor fills the order, the respective prices, as bid, shall apply throughout the term of the contract.

3.04 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.

3.05 REPRESENTATIVES OF THE PURCHASING AGENT

Duly appointed representatives may be utilized to inspect parts and equipment purchased under this 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 parts and equipment that do not meet the bid specifications.

3.06 RIGHT TO TERMINATE

In the event the successful bidder violates any of the provisions of the contract the School District of Osceola County may serve written notice of its intention to terminate the contract. Such notice is to state the reasons for termination of the contract. If after ten (10) calendar days of serving

such notice upon the bidder said violation ceases and satisfactory arrangements for correction were made, the contract shall remain in effect. If violations are not corrected during the ten (10) day notice, the contract shall cease and terminate, but the liability of such bidder and his surety for any and all such violations shall not be affected by the termination.

3.07 **F.O.B. POINT**

The F.O.B. point shall be Destination. Exact delivery point will be indicated on the purchase order. Bid proposals showing something other than F.O.B. destination will not be accepted.

3.08 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point listed on each purchase order. Delivery charges, if any, shall be included in your bid price and none shall be noted on your invoice.

B. **DELIVERY TIME**

All purchases from this bid are of a time sensitive nature. As a result, all deliveries will be required within ten (10) days after receipt of Purchase Order. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when District offices are closed.

C. **PACKAGING/SHIPPING LABELS**

Shipping labels shall be attached to each carton and shall contain the following information: Purchase Order Number, quantity contained in each package, and total number of items being delivered.

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

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. requirements 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.

3.10 **SAFETY REGULATIONS**

All equipment must meet all State and Federal Safety regulations for grounding of electrical equipment.

3.11 **DAMAGED ITEMS**

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

3.12 **METHOD OF ORDERING**

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

3.13 **SERVICE REQUIREMENTS**

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

3.14 **PAYMENT DISCOUNTS**

A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

3.15 **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.

3.16 **SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the Maintenance Department must be contacted prior to shipment to determine if a substitute is acceptable.

3.17 **VENDOR SERVICE REPRESENTATIVE**

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

3.18 **WARRANTY**

The successful bidder shall fully warranty all "parts and equipment" furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery and acceptance by the School District of Osceola County. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the District, immediately upon written notice from the Purchasing Agent.

3.19 **COMPLIANCE WITH BID SPECIFICATIONS**

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

3.20 **STANDARDIZATION OF ITEMS**

Items have been standardized by the School District of Osceola County's Maintenance Department; these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate submittals. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacture's name, model, part number and your inventory stock number for ordering the items indicated on this bid.

3.21 **ESTIMATED QUANTITIES**

The School District of Osceola County is establishing this contract to purchase electrical hardware components on an as needed basis. Estimated quantities are unknown at this time, vendors submitting prices should take this into consideration when pricing items. As projects requiring electrical hardware components come up, the District may pull the items out of the project and purchase them through this contract.

3.22 **ADDITIONAL QUANTITIES**

The School District of Osceola County reserves the right to purchase any additional quantities of the bid item(s) from the successful bidder at the bid price during that sixty (60) day period, provided the successful bidder is in agreement at time of order.

3.23 **QUANTITY CHANGES**

The School Board reserves the right to increase or decrease the total quantities necessary.

3.24 **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.

3.25 **EXEMPT FROM THIS BID**

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

3.26 **SAFETY REGULATIONS**

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

3.28 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one (1%) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

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

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

4. TECHNICAL SPECIFICATIONS

4.01 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or model/stock number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and specifications. **Please see paragraph 3.20 "Standardization of Items". Alternates will not be accepted.**

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

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

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on attached sheets and itemized by number. Any item(s) 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.

4.02 QUESTION DEADLINE FOR ITEMS LISTED, MAY 19, 2006 AT 12:00 PM. Questions regarding the items listed must be directed in writing to the Purchasing Department. You may fax or email your questions regarding this bid to Lisa Kesecker – Purchasing Specialist, Purchasing Department at Fax # (407) 870-4618 or Email Address: keseckel@osceola.k12.fl.us If required, an Addendum will be issued

4.03 PRICE SHEET INSTRUCTIONS

When items listed have a Manufacturer's Brand Name, Model or Part # along with "ONLY" they have been standardized by the School District of Osceola County's Maintenance Department, no alternates will be accepted. On items with a description, **or equal**, please list on the Price Sheet the Brand Name and Model or Part # you are bidding, along with your inventory stock number for ordering these items. All prices (except for copper) shall be firm fixed delivered prices for 60 Days. Square D items shall be priced for "immediate delivery".

PRICE SHEET

Item	Qty	Description	Unit Price	Extended Price
1.	2000'	1¼" PVC Pipe Schedule 40 (price per 10' section)	_____	_____
2.	1000'	1¼" PVC Pipe Schedule 80 (price per 10' section)	_____	_____
3.	1000'	2" PVC Pipe Schedule 40 (price per 10' section)	_____	_____
4.	500'	2" PVC Pipe Schedule 80 (price per 10' section)	_____	_____
5.	400'	4" PVC Pipe Schedule 40 (price per 10' section)	_____	_____
6.	100'	4" PVC Pipe Schedule 80 (price per 10' section)	_____	_____
7.	PVC Materials - Balance of Product Line Available? Yes / No		Discount off List Price	_____ %
8.	500'	# 4 Copper Wire (List your selling price for Tuesday, 5/23/06)	_____ /FT	_____ /500'
9.	5000'	# 2 THHN Wire (List your selling price for Tuesday, 5/23/06)	_____ /FT	_____ /5000'
10.	5000'	# 6 Green Wire (List your selling price for Tuesday, 5/23/06)	_____ /FT	_____ /5000'
11.	2000'	# 10 THHN Wire (List your selling price for Tuesday, 5/23/06)	_____ /FT	_____ /2000'

12. Copper Wire – Balance of Product Line – Prices Available **Yes / No**
 SDOC's Maintenance Department will call for pricing then issue a PO - Quoted prices valid for _____ Hours

Square D Items – Exact Quantities are unknown at this time, please provide a cost per each

***** Square D Items shall be priced using Square D's "Immediate Delivery" Pricing *****

13.	1	Square D I-Line Panel Board 800A #HCM36918MP ONLY	_____	_____
14.	1	Square D Breaker 2P-240V #FA22100AC ONLY	_____	_____
15.	1	Square D Breaker 2P-240V #FA22100AB ONLY	_____	_____
16.	1	Square D Breaker 2P-240V #FA22100BC ONLY	_____	_____
17.	1	Square D Breaker 2P-480V #FY14020A ONLY	_____	_____
18.	1	Square D Panel Board Box #HCM23734M ONLY	_____	_____
19.	1	Square D Panel Board Box #HC3291WP ONLY	_____	_____
20.	1	Square D Neutral Assembly #HC8SN ONLY	_____	_____
21.	1	Square D Ground Bar Kit #PK32DGTA ONLY	_____	_____

22. Square D Products – Balance of Product Line Available **Yes / No** **Overhead Markup** _____ %
 (If Square D charges you \$225 for a 2P-240V Breaker what overhead/markup percentage will you add and charge to the School District?)

i.e.	Description	Your Cost	Overhead/Markup	(Add)	SDOC Final Cost
	Breaker	225.00	10%	22.50	\$247.50

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)

Title

Signature

Company Name

Phone Number

Fax Number

Email Address

Date

REMINDER:

Did you submit your letter from Square D stating that you are an Authorized Distributor?

Fill out and Sign your Bid on pages 1, 5, 10 and 18.

Did you include any product line catalogs or list the Manufacturer's website information below for Balance of Product Line.
