

# **The School District of Osceola County, Florida**

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

**July 17, 2006  
CALL FOR BID**

**BID #SDOC 07-008 KB**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **CATALOG BID FOR CUSTODIAL SUPPLIES AND EQUIPMENT** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **11:00 AM on August 8, 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.

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, please include a stamped, self-addressed envelope.

Effective July 5, 1990, State Board of Education Rule 6(A)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

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

## DISCRIMINATION CLAUSE FOR CONTRACTUAL DOCUMENTS

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

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

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INVITATION TO BID  
BID #SDOC 07-008 KB

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

NAME OF BID: CATALOG BID FOR CUSTODIAL SUPPLIES AND EQUIPMENT

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

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

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

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

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

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

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

Drug Free Workplace Certification  
Insurance Documentation as specified in Bid  
Catalogs

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

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

DRUG FREE WORKPLACE  
CERTIFICATION FORM  
BID #SDOC 07-008 KB

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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)

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7/17/2006 10:21:00 AM

**THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**  
**Certification Regarding Debarment, Suspension, Ineligibility and**  
**Voluntary Exclusion - Lower Tier Covered Transactions**  
BID #SDOC 07-008 KB

The Department of Education regulations implementing Executive Order 12549, Debarment and Suspension require this certification, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification:**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification:**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT: \_\_\_\_\_

PR/AWARD NUMBER AND/OR PROJECT NAME: \_\_\_\_\_

PRINTED NAME AND TITLE OF  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

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

An Equal Opportunity Agency

FC-220-1616 (5/96)

Document 1  
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**BID #SDOC 07-008 KB**

**CATALOG BID FOR CUSTODIAL  
SUPPLIES AND EQUIPMENT**

**1. SCOPE**

1.01 THIS SPECIFICATION establishes the minimum requirements for the **CATALOG BID FOR CUSTODIAL SUPPLIES AND EQUIPMENT**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

1.02 THE INTENT of this bid is to establish a contract for a period of one (1) year from the date of award of the bid during which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid.

1.03 Bids will be requested and will be considered on the basis of a single fixed discount from the most current catalog in order to produce the lowest total net cost for the District. Bidders are invited to offer a maximum discount off the catalog list price on Custodial Supplies and Equipment. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's current catalog. All bidders must submit a catalog to be used for the contract period with their bid. Catalogs may be updated yearly when new catalogs are distributed.

1.04 **CATALOGS TO SDOC LOCATIONS**

After award, successful bidders shall furnish at least two of the same catalog(s) to all school 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.**

1.05 **DISCOUNTS**

Bidders are invited to offer a maximum discount off the catalog list price on Custodial supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's current catalog. For the purpose of this bid, supplies and equipment shall be defined as follows:

**SUPPLIES:**

1. It is consumed with use.
2. It loses its original shape or appearance with use.
3. It is expendable, that is if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to replace it with an entirely new unit rather than repair it.
4. It is an inexpensive item, having characteristics of equipment whose small unit cost makes it inadvisable to capitalize the item.
5. It loses its identity through incorporation into a different or more complex unit or substance.

**EQUIPMENT:**

1. It retains its original shape and appearance with use.
2. It is non-expendable, that is usually more feasible to repair it rather than replace it with an entirely new unit
3. It represents an investment of money which makes it feasible and advisable to capitalize the item.
4. It does not lose its identity through incorporation into a different or more complex unit or substance.

1.06 **DISCOUNT ADJUSTMENTS**

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.

1.07 **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.

**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, 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, e-mail, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

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

2.04 **MODIFICATION OF BID**

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

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing at least five (5) business days prior to the scheduled bid opening, to: Kathy Brown – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, at fax # 407-870-4616 or [brownk@osceola.k12.fl.us](mailto:brownk@osceola.k12.fl.us).

2.06 **TAXES**

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

2.07 **AVAILABILITY OF FUNDS**

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

2.08 **ACCEPTANCE / REJECTION**

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

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 bid document, response and purchase order. 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 **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.

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 **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statute 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprints.

Currently, the Florida Department of Law Enforcement (FDDLE) has implemented the Florida Shared School Results (FSSR) service for the school districts. This FSSR service will make it possible for the school districts to share the required level 2 data with each other. If a vendor would like for us to rely on the fingerprint report in another District, he or she must provide the number of the District, the date of the report and the Transaction Control number.

2.15 **APPLICABLE LAW**

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida

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 **DEFINITIONS**

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

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.



4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists of but not be 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, 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 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.
- 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.

**3. SPECIAL TERMS AND CONDITIONS**

3.01 **METHOD OF AWARD**

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

3.02 **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.

3.03 **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.

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

3.06 **ON SITE INSPECTION**

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

3.07 **DELIVERY TERMS**

A. **DELIVERY POINT**

The bid price must include all delivery charges to the delivery point stated on the purchase order. The term "DELIVERY POINT" includes the performance by the supplier or his agent, of tailgating the materials delivered. Palletized cargo will be off-loaded by the County, with the assistance of the supplier. Non-palletized cargo will be palletized by the supplier, if required. Pallets will be provided (exchanged) by the District. 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 School District of Osceola County, Florida.

B. **DELIVERY TIME**

Initial delivery of Custodial Supplies and Equipment, as specified herein, shall be within 30 calendar days from the date of receipt of the Purchase Order.

C. **DELIVERY CHARGES**

Bid price must include all delivery.

D. **HOURS OF DELIVERY**

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

E. **NOTIFICATION OF DELIVERY**

The School Board Representative must be notified at least twenty-four (24) hours in advance of delivery. Telephone number of location will be listed on the purchase order.

3.08 **LABELING**

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

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

3.09 **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. **GUARANTEED QUANTITIES**

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

3.11 **CATALOG PRICING**

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

- 1) New catalog approved by the Purchasing Department, **before** effective date.
- 2) Deliver sufficient quantities to all schools and departments with notice explaining new pricing, **before** effective date.
- 3) Establish effective date after the two above requirements have been met.

Any price discrepancies which occur as a result of the vendor not following the above guidelines must be honored by the vendor.

3.12 **METHOD OF ORDERING**

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

3.13 **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 Custodial Supplies and Equipment. 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 **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.

3.15 **SUBSTITUTES**

If items ordered are not available, then the awarded vendor must contact the school or department noted on the purchase order to determine if a substitute is acceptable; unapproved substitutes will not be allowed.

3.16 **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.

3.17 **PARTIAL PAYMENT**

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

3.18 **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.

3.19 **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.

3.20 **PROTECTION OF PROPERTY**

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

3.21 **WARRANTY**

The manufacturer's standard warranty shall apply from the date of the acceptance by the School Board.

3.22 **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.

3.23 **REJECTED ITEMS**

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

3.24 **APPROVED EQUIVALENTS**

The School District of Osceola County, Florida reserves the exclusive right to determine approved equivalents and such determination shall be final and binding upon all bidders.

3.25 **INSURANCE**

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

Minimum requirements the vendor must meet are as follows:

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

Certificate of workers compensation for all employees

Proof of automobile liability (If doing direct deliveries)

3.26 **PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4492.

3.27 **INSURANCE CANCELLATION**

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

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

3.28 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's attorney and the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.29 **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 or more than \$5,000.

- 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.

**BID #SDOC 07-008 KB**

**CATALOG BID FOR CUSTODIAL  
SUPPLIES AND EQUIPMENT**

**PRICE SHEET**

- 1. Discount off supplies \_\_\_\_\_%
- 2. Discount off equipment \_\_\_\_\_%
- 3. Minimum order amount (if applicable) \$\_\_\_\_\_
- 4. Quote or contract number (if applicable) \_\_\_\_\_
- 5. Other entities can piggy back from this bid \_\_\_\_\_Yes \_\_\_\_\_No
- 6. Name, address, phone number and fax number of local representative

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Phone

\_\_\_\_\_ Fax

7. 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/Printed) |                  | TITLE            |
| _____                |                  | _____            |
| SIGNATURE            |                  | VENDOR NAME      |
| _____                | _____            | _____            |
| DATE                 | TELEPHONE NUMBER | FACSIMILE NUMBER |
| _____                |                  |                  |
| E-MAIL ADDRESS       |                  |                  |

**STATEMENT OF NO BID**

BID #SDOC 07-008 KB

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

Dear Mrs. Brown,

We, the undersigned, have declined to bid on your Bid # \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ for the following reasons.

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

We understand that if the "No Bid" letter is not executed and returned by the bid due date, our name may be deleted from the list of qualified bidders for the School District of Osceola County, Florida. **PLEASE MARK BID NUMBER ON THE OUTSIDE OF THE ENVELOPE AND INDICATE THAT IT IS A "NO BID".**

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

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

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



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

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

|   |   |
|---|---|
| <b>DO NOT OPEN * SEALED BID * DO NOT OPEN</b> |   |
| <b>SEALED BID NUMBER:</b>                     | <u>SDOC 07-008 KB</u>   |
| <b>BID TITLE:</b>                             | <u>Catalog Bid For Custodial Supplies &amp; Equipment</u>   |
| <b>BID TO BE OPENED ON</b>                    | <u>August 8, 2006</u> <b>AT</b> <u>11:00 AM</u>   |
| <b>BID ENCLOSED</b>                           | <u>Yes</u> <b>No</b>  |
| <b>Deliver To:</b>                            | The School District of Osceola County, Florida<br>PURCHASING DEPARTMENT<br>817 Bill Beck Blvd., Building 2000<br>Kissimmee, FL 34744-4495 |