

# **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)

**January 22, 2007**

**CALL FOR BID**

**BID #SDOC-07-068-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **CAFETERIA SMALLWARES** the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on February 21, 2007**. 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 and/or tab sheet visit the Districts website [www.oseola.k12.fl.us/depts/purchasing](http://www.oseola.k12.fl.us/depts/purchasing).

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

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

## **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a public Entity for the construction or repair of a public building or public works, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

## **APPLICABLE LAW**

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

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INVITATION TO BID

BID #SDOC-07-068-LC

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

NAME OF BID: CAFETERIA SMALLWARES

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

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

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

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

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

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

**REQUIRED BID SUBMITTAL CHECKLIST:**

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

- ✓ Drug Free Workplace Certification
- ✓ Insurance Documentation as specified in Bid
- ✓ Catalogs and/or price sheets
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

**BECAUSE OF 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  
FOR PHYSICAL EDUCATION EQUIPMENT AND UNIFORMS #SDOC 06-069 CJ

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

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

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

\_\_\_\_\_  
Vendor's Signature

ne(pr237p)

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

**1. SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **CAFETERIA SMALLWARES** 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 base period of three (3) year from the date of award of the bid. During which time, the successful bidder shall guarantee firm discounts for the item(s) awarded to him as specified in this bid. Also, this contract may be renewed at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written of cancellation by the School District of Osceola County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified. The purchase of this service and listed options will be contingent upon available funding at the school level.
- 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 total lowest net cost for the District. Bidders are invited to offer a maximum discount off the catalog list price. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's current catalog. All bidders shall submit a catalog with pricing and/or separate price sheet to be used for the contract period with their bid. The fixed discount shall remain effective for the entire contract period.
- 1.04 **CATALOGS TO SDOC LOCATIONS**  
After award, successful bidders shall furnish at least two of the same catalog(s) to Campus Grill and all schools in the School District of Osceola County. A list of locations and contacts will be supplied to all successful bidders. Catalog dispersal is a responsibility of the vendor, not the School District.
- 1.05 **CATALOG UPDATES**  
Each year as new catalogs are published the successful bidder(s) shall furnish new catalogs with pricing and/or separate price sheets to all schools and departments in the School District of Osceola County. Vendors must first contact the Purchasing Department prior to the release of their new catalogs for approval. Catalogs and price sheets can only be updated once annually; however the discounts submitted on price sheet must remain firm throughout the contract period.

**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 AND THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

- 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, and 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids which for any reason are not so delivered may not be considered. Offers by telegram, facsimile machine, 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, to: Linda Ciraldo, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616.
- 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 successful Bidder agrees that he will deliver all bonds and proof of insurance coverage as required by this bid document. The order of contractual precedence will be the bid document, bidder's response, and the 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

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

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.

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 on the Districts website [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us) and will remain posted for 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

2.13 **LEGAL REQUIREMENTS**

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

2.14 **CHECK UNIT PRICES**

PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

2.15 **NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

2.17 **EE0 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 term Board shall mean: The School Board, The School System, The School District of Osceola County, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) 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.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

2.23 **LITIGATION HISTORY**

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

2.24 **APPLICABLE LAW**

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

2.25 **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

The provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity. May not submit a bid on a contract with a public Entity for the construction or repair of a public building or public 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. And may not transact business with any Public Entity in excess of the threshold amount provides in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

**3. SPECIAL TERMS AND CONDITIONS**

3.01 **LENGTH OF CONTRACT**

Discounts shall remain firm, as addressed herein, for a period of three (3) year, from the Board approved date. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District of Osceola County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified.

3.02 **METHOD OF AWARD**

BID PRICES will be accepted and considered by the following method: "ALL or NONE" basis to vendor(s) offering the best discounts. This bid may be awarded to multiple vendors offering the best discount. The School District of Osceola County reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

3.03 **LOWEST AND BEST BID**

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

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



CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

- 3.04 **CONTRACT RENEWAL**  
The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one-year periods, upon mutual agreement, in writing.
- 3.05 **ASSIGNMENT**  
Any Purchase Order issued pursuant to this bid invitation and the moneys, which may become due hereunder, are not assignable except with the prior written approval of The School District of Osceola County, Florida.
- 3.06 **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.
- 3.07 **RIGHT TO TERMINATE**  
In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.
- 3.08 **DELIVERY TERMS**
- A. **DELIVERY POINT FOR EQUIPMENT**  
The Bid Prices must include all delivery charges to the delivery point: the address will be listed on the purchase order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent. Delivery charges, if any, shall be included on your bid price sheet and shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.
- B. **DELIVERY CHARGES FOR EQUIPMENT**  
Equipment where charges for packing, handling, freight, distribution and inside delivery must be noted on your bid response to assure that those charges will be noted on the purchase orders issued by the District. This applies to items noted under exception on the bid price sheet all other items will follow Paragraph 3.09, F.O.B. Point.
- C. **HOURS OF DELIVERY**  
Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.
- 3.09 **F.O.B. POINT**  
The F.O.B. point shall be Destination. Exact delivery point will be indicated on the purchase order.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

- 3.10 **QUANTITIES**  
The estimated dollar that could be spent during the first twelve (12) months of this contract period is \$100,000.00. Please note that this is an estimate only and in no way obligates the School Board to purchase this amount. This estimate is intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.
- 3.11 **DAMAGED ITEMS**  
In the event an item 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.
- 3.12 **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 CAFETERIA SMALLWARES. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the chosen vendor. The purchase order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be noted in writing and returned to the school or department within (24) Twenty Four hours for acceptance of these changes.
- 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**  
Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.
- 3.16 **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.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

3.17 **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.

3.18 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 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 fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
  - a. One must be a State issued "photo" ID
2. Transaction Control (TC) number from the other County.
  - a. The individual will have to contact the school district where they were finger printed to obtain their TC number.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

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.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

- 3.20 **SERVICE REQUIREMENTS**  
The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.
- 3.21 **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 is 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.
- 3.22 **SERVICE & WARRANTY**  
Unless otherwise specified, all equipment must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid. During the warranty period, the successful bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district. The manufacturer's standard warranty shall apply from the date of delivery.
- 3.23 **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.
- 3.24 **PROPERTY DAMAGE INSURANCE**  
In an amount not less than Five Thousand Dollars (\$5,000.00) for damages on account of any one accident and in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Thousand Dollars (\$5,000.00). The limits specified herein are minimum limits.
- 3.25 **INSURANCE CANCELLATION**  
Should any of the required insurance policies be canceled before the expiration date or nonrenewed, 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.
- 3.26 **DURATION OF INSURANCE POLICIES**  
All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.
- 3.27 **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.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

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 1 percent (1%) of the estimated value of the contract, not less than \$500.00 nor more than \$5,000.00, 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.

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

**PRICE SHEET**

1. **CAFETERIA SMALLWARES** Manufacturer/Catalog Name Offered with the discounts off list price. If freight would be charged, those costs must be included on this price sheet listed under exceptions. Freight charges for equipment must be pre-paid and added to the invoice.

Manufacturer/Catalog Name	Discount off Catalog and/or Price Sheet
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____
g. _____	_____

**If additional space is needed, attach additional page on company letterhead in above format.**

2. Would there be a larger discount given large orders that are shipped to one location? \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Delivery Time After Receipt of Order: \_\_\_\_\_

5. Minimum Order Dollar Amount, if applicable: \_\_\_\_\_

6. Area Representative:

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

CAFETERIA SMALLWARES  
BID #SDOC 07-068 LC

7. Catalogs and/or price sheets for all items to be considered as part of this bid must be submitted with this bid response. Please submit minimum of two (2) catalogs and/or price sheets.  
Catalogs and/or price sheets submitted with bid: Yes \_\_\_\_\_ or No \_\_\_\_\_
- 

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

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE