

# **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)

**March 14, 2007**

**CALL FOR BID**

**BID #SDOC-07-081-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **PUMPING OF GREASE TRAPS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM** on **April 10, 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, please include a stamped, self-addressed envelope.

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

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

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

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

## **APPLICABLE LAW**

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

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

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

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**INVITATION TO BID**

BID #SDOC-07-081-LC

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

NAME OF BID:           PUMPING OF GREASE TRAPS          

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

**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)

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**DRUG FREE WORKPLACE  
CERTIFICATION FORM**

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

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

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

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

ne(pr237p)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

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

\_\_\_\_\_  
Organization Name

**PUMPING OF GREASE TRAPS**  
**SDOC-07-081-LC**  
PR/Award Number of Project

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

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**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

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1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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 of 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 whom 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", "voluntarily exclude", 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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 perspective participant in a lower tier covered transaction that it 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 may pursue available remedies, including suspension and/or debarment.

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**1. SCOPE**

- 1.01 **THE INTENT** of this bid is to establish a contract for a base period of three years from May 4, 2007 through May 3, 2010. During which time, the successful bidder shall guarantee firm prices or as other as otherwise addressed herein for the item(s) awarded to him as specified in this bid. Also, both parties may extend this contract at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable. 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.

**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.

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, 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.

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- 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/services 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, upon receipt of the award letter for this bid, he will deliver all bonds and proof of insurance coverage as required by the Specifications. 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.
- 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 award will be posted for review by interested parties at the location where bids were opened or 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 or 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,

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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 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



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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.

**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 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.

**2.24 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**

The firm markup or discount shall remain firm, as addressed herein, for a period of three (3) years. 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: An "ALL OR NONE" Bid for the entire quantity of items. The Board reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

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**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.

**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 TIME**

Service, as specified herein, shall be within fifteen (15) working days from the date of the receipt of the Purchase Order.

**B. HOURS OF DELIVERY**

Services 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.

**3.11 QUANTITIES**

The estimated dollar amount that could be spent during the first twelve (12) months of this contract period is \$26,000.00. 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.

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**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 ORDERS**

The School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the service of PUMPING OF GREASE TRAPS for the School District of Osceola County. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid.

**3.14 NEW FACILITIES**

Any new facility built during the existence of this contract shall be covered by this bid.

**3.15 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.

**3.16 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 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 BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall complete and submit, the attached questionnaire with his bid package. {The School Board reserves the right to contact any and all customers pass or present to verify previous experience and satisfactory completion of contracts.}

**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.

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3.20 **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
  - b. Social Security Number

3.21 **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.

3.22 **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.

3.23 **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.

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**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.

**3.27 ACCESS TO RECORDS**

The District, a Federal grantor agency, the Comptroller General of the United States, the Auditor General or any or their duly authorized representative shall have access to any books, documents, papers and records of the bidder, Awarded Firm or sub-contracted Firm which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**3.28 ACCESS TO RECORDS**

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

**3.29 EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3))**

All vendors, Awarded Firms and sub-contracted Firm 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 (43 CFR Chapter 60).

**3.30 COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4))**

All vendors, Awarded Firms and sub-contracted Firm must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

**3.31 DAVIS-BACON ACT (34 CFR 80.36(i)(5)):**

All vendors, Awarded Firms and sub-contracted Firm 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). (Contract contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.)

**3.32 RECORDS RETENTION (34 CFR 80.36(i)(11)):**

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All vendors, Awarded Firms and sub-contracted Firm must retain all records pertaining to this contract for five (5) years after the District makes final payments and all other pending matters are closed.

**3.33 CLEAN AIR AND WATER ACT (34 CFR 80.36(i)(12)):**

All vendors, Awarded Firms and sub-contracted Firm 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 Protections Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and sub-grants of amount in excess of \$100,000.)

**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 percent (1%) of the total estimated contract value, but 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:

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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 The purpose of this bid is to establish a firm pricing for Pumping of Grease Traps for The School District of Osceola County, Florida on an as need basis.
- 4.02 The work is to be completed within fifteen (15) working days after receipt of purchase order. Three (3) separate purchase orders will be issued to the awarded vendor; one (1) will come from Campus Grille for the schools, one (1) from Technical Education Center of Osceola County (TECO), for the Culinary Arts Department and one (1) from Four Corners Middle School.
- 4.03 The District is divided into four (4) zones, with a Supervisor for each Zone. "Zone A", Nick Montalbano, "Zone B", David Pridemore. "Zone C" John Winthers, and "Zone D", Don Turocy. You will be required to contact each Zone Supervisor prior to going to each site, the supervisor is required to be on site during the pumping.
- 4.04 The awarded Vendor will be given contact information for each Zone Supervisor, and a site map.
- 4.05 Once the bid is awarded, the awarded vendor is to supply 2 pump trucks and 1 tanker truck that will be moved from site to site until all jobs are complete. At the very least, there is to be one pump truck pumping while the tanker is dumping. The District expects the awarded vendor to be dedicated to completing the requirements of this bid without interruption.

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**QUESTIONNAIRE**

4.06 The following questionnaire shall be answered by the Bidder for use in the evaluating of the bid to determine the "lowest" and "best" bid. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the products and of the services proposed by each bidder.

1. **FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person for Inquiries: \_\_\_\_\_

2. **INSURANCE:**  
Insurance Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Worker's Compensation Modifier for the past three (3) years:  
\_\_\_\_\_

3. **SAFETY:**  
Have you had any OSHA fines within the last three (3) years? YES  NO   
Have you had job site fatalities with the last five (5) years? YES  NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

4. **EXPERIENCE:**  
Years in business under present name: \_\_\_\_\_  
Years in this area of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Average annual value of work completed  
(last three (3) years): \_\_\_\_\_  
Trades usually self-performed: \_\_\_\_\_  
Percentage (%) of work performed by own  
forces: \_\_\_\_\_  
Licenses currently valid in force: \_\_\_\_\_



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In-house Engineering or Fabrication Capability:

Approximate Value of Equipment owned by Firm:       \$ \_\_\_\_\_

(Attach list of Major Equipment)

List Four (4) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #4:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Contract:

PROJECT #1:

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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**PROJECT #2:**

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**PROJECT #3:**

Contracting Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**5. BANK REFERENCES, CREDIT REFEERENCES:**

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Currently Rated with Dun & Bradstreet?  YES  NO

If so, what is your D&B rating: \_\_\_\_\_

Has Firm: Failed to complete a contract?  YES  NO

Been involved in bankruptcy or reorganization?  YES  NO

Pending judgment claims or suits against firm?  YES  NO  
(If answer to proceeding is YES, submit details on separated sheet.)

**6. Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?**  YES  NO

**If YES provide complete details on a separated sheet.**

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**PRICE SHEET**

<b>ZONE A</b>					
	<b>School</b>	<b>Qty</b>	<b>Gallons</b>	<b>Total Gallons</b>	<b>Price</b>
1	Harmony High School 3601 Arthur J. Gallagher Blvd. St. Cloud, FL 34771	4	1250 gal	5000 gal	
2	Hickory Tree Elementary 2355 Hickory Tree Road St. Cloud, FL 34772	1	1000 gal	1000 gal	
3	Lakeview Elementary 2900 5th Street St. Cloud, FL 34769	1	1200 gal	1200 gal	
4	Michigan Avenue Elementary 2015 S. Michigan Avenue St. Cloud, FL 34769	1	1200 gal	1200 gal	
5	Narcoossee Community 2700 N. Narcoossee Road St. Cloud, FL 34771	3	1000 gal	3000 gal	
6	Neptune Middle 2727 Neptune Road Kissimmee, FL 34744	2	1500 gal	3000 gal	
7	Partin Settlement Elementary 2434 Remington Blvd. Kissimmee, FL 34743	2	1250 gal	2500 gal	
8	Ross E. Jeffries Elementary 1200 Vermont Avenue St. Cloud, FL 34769	1	1200 gal	1200 gal	
9	St. Cloud Elementary 2701 Corporate Campus Way St. Cloud, FL 34769	2	1250 gal	2500 gal	
10	St. Cloud High 2000 Bulldog Lane St. Cloud, FL 34769	1	1200 gal	1200 gal	
11	St. Cloud Middle 1975 S. Michigan Avenue St. Cloud, FL 34769	2	1500 gal	3000 gal	

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<b>ZONE B</b>					
	<b>School</b>	<b>Qty</b>	<b>Gallons</b>	<b>Total Gallons</b>	<b>Price</b>
12	Boggy Creek Elementary 810 Florida Parkway Kissimmee, FL 34743	1	1800 gal	1800 gal	
13	Cypress Elementary 2251 Lakeside Drive Kissimmee, FL 34744	2	2000 gal	4000 gal	
14	Gateway High 93 Panther Paws Trail Kissimmee, FL 34744	1	1500 gal	1500 gal	
15	Parkway Middle 857 Florida Parkway Kissimmee, FL 34743	2	1650 gal	3300 gal	
16	Technical Education Center Of Osceola (TECO) 502 Simpson Road Kissimmee, FL 34744	2	1750 gal	3500 gal	
17	Ventura Elementary 275 Waters Edge Drive Kissimmee, FL 34743	2	1500 gal	3000 gal	
18	Zenith 2218 E Irlo Bronson Hwy Kissimmee, FL 34744	2	1500 gal	3000 gal	
<b>Zone C</b>					
20	Central Avenue Elementary 500 W. Columbia Avenue Kissimmee, FL 34741	3	1250 gal	3750 gal	
21	Denn John Middle 2001 Denn John Lane Kissimmee, FL 34744	2	1500 gal	3000 gal	
22	Highlands Avenue Elementary 800 W. Donegan Avenue Kissimmee, FL 34741	2	1500 gal	3000 gal	
23	Kissimmee Elementary 2420 Dyer Blvd. Kissimmee, FL 34741	3	1250 gal	3750 gal	
24	Kissimmee Middle 2410 Dyer Blvd. Kissimmee, FL 34741	3	1000 gal	3000 gal	
25	Mill Creek Elementary 1700 Mill Slough Road Kissimmee, FL 34744	1	1500 gal	1500 gal	

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<b>ZONE C (continued)</b>					
	<b>School</b>	<b>Qty</b>	<b>Gallons</b>	<b>Total Gallons</b>	<b>Price</b>
26	Osceola High 420 S. Thacker Avenue Kissimmee, FL 34741	1	3000 gal	3000 gal	
27	Osceola County School For The Arts 3151 N. Orange Blossom Trail Kissimmee, FL 34744	3	1200 gal	3600 gal	
28	Pleasant Hill Elementary 1253 Pleasant Hill Road Kissimmee, FL 34746	2	1500 gal	3000 gal	
29	Thacker Avenue Elementary 301 S. Thacker Avenue Kissimmee, FL 34741	1	1200 gal	1200 gal	
<b>ZONE D</b>					
30	Bellalago Elementary 3651 Plesant Hill Road Kissimmee, FL 34746	2	2500 gal	5000 gal	
31	Bellalago Middle 3651 Plesant Hill Road Kissimmee, FL 34746	1	750 gal	750 gal	
32	Celebration High School 1809 Celebration Blvd. Celebration, FL 34747	4	1500 gal	6000 gal	
33	Celebration Learning Center 510 Campus Street Celebration, FL 34747	3	1200 gal	3600 gal	
34	Chestnut Elementary 4300 Chestnut Street Kissimmee, FL 34759	2	1250 gal	2500 gal	
35	Deerwood Elementary 3701 Marigold Avenue Kissimmee, FL 34758	2	2000 gal	4000 gal	
36	Discovery Intermediate School 5350 San Miguel Road Kissimmee, FL 34758	2	2000 gal	4000 gal	
37	Four Corners Middle School 9100 Teacher Lane Davenport, FL 33837	4	1250 gal	5000 gal	
38	Horizon Middle 2020 Ham Brown Road Kissimmee, FL 34758	3	1600 gal	4800 gal	
39	Poinciana Elementary 5340 San Miguel Road Kissimmee, FL 34758	1	3500 gal	3500 gal	

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<b>ZONE D (continued)</b>					
	<b>School</b>	<b>Qty</b>	<b>Gallons</b>	<b>Total Gallons</b>	<b>Price</b>
40	Poinciana High 2300 S. Poinciana Blvd. Kissimmee, FL 34758	2	2400 gal	4800 gal	
41	Reedy Creek Elementary 5100 Eagles Trail Kissimmee, FL 34758	3	1250 gal	3750 gal	
42	Sunrise Elementary 1925 Ham Brown Road Kissimmee, FL 34746	2	1250 gal	2500 gal	

43. Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

44. Are other entities permitted to piggyback from this bid? \_\_\_\_\_ Yes \_\_\_\_\_ No

45. Area Representative: Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Cell \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

**ALL OR NONE**

As this is an "All or None" type bid, bidders must submit bid prices on all items. Failure to do so will result in your bid not being considered.

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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