

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

March 21, 2007 CALL FOR BID BID #SDOC 07-087 KB

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **SOLUTION CENTERS AND CHEMICALS FOR WAREHOUSE STOCK** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **1:00 PM on April 5, 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, opening date and time along with the vendors name and address. 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.

DISCRIMINATION CLAUSE FOR CONTRACTUAL DOCUMENTS

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

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

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INVITATION TO BID

BID #SDOC 07-087 KB

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

NAME OF BID: SOLUTION CENTERS AND CHEMICALS FOR WAREHOUSE STOCK

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**
- Illustrations**
- Specifications**

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

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

DRUG FREE WORKPLACE
CERTIFICATION FORM
BID #SDOC 07-087 KB

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

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

BID #SDOC 07-087 KB

1.0 **SCOPE**

- 1.1 The purpose of this bid is to receive firm pricing on the purchase and delivery of chemicals for solution centers for the School District of Osceola County. **The required solution centers needed for the usage of the chemicals specified in this bid are to be provided, installed and maintain at no charge to the District.** This contract shall cover a variety of items, pricing is to include delivery to the District Warehouse, located at 817 Bill Beck Blvd., Kissimmee, Florida, 34744.
- 1.2 Also to establish a percentage discount on the balance of products not specifically listed on the bid, but can be used in the solution centers.
- 1.3 During the contract period the awarded vendor(s) must resolve any problems and provide training of the products purchased upon request by the district.

2.0 **GENERAL INFORMATION**

- 2.1 The enclosed constitute the complete set of specification requirements and bid forms. The bid is to be filled in, signed, and the entire document sealed in an envelope bearing the bid number on the outside and mailed or presented to the Purchasing Department on or before the specified time and date.
- 2.2 The responsibility for getting the bid to the School District of Osceola County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the bidder. The School District of Osceola County will in no way be responsible for delays caused by any other occurrence. Offers by telegram, telephone, fax or e-mail will not be accepted.
- 2.3 The bid time will and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids, if requested, will be returned to the vendor unopened otherwise they will be put into the bid folder unopened.
- 2.4 Bidders will not be allowed to withdraw or modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.
- 2.5 For information concerning this bid, please **“fax or e-mail”** all questions to Kathy Brown, Senior Buyer at 407-870-4616 or brownk@osceola.k12.fl.us . **All questions must be received in Purchasing no later than 10 workdays before bid opening.** All questions will be answered in the form of an addenda. **Please** be sure you read the bid over carefully to assure that the questions you are asking are not already answered in the bid requirements. **Questions to any other district personnel will not be considered valid.**
- 2.6 To ensure fair consideration for all bidders, the School District prohibits communication to or with any department, bureau or employee, either in or out of the Purchasing Department, except the specified buyer, during the submission process. Such communication initiated by the bidder may be grounds for disqualifying the bidder from consideration or award of the bid.
- 2.7 No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretation or correction should be in writing. All such interpretations and supplemental instructions will be in the form of a written Addenda to the Bidding Documents. **Only the interpretation or correction so given by the Buyer, in writing, shall be binding. Prospective Bidders are advised that no other source, either in or out of the Purchasing Department is authorized to give information regarding the Bid Documents.**

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

3.0 BIDDERS RESPONSIBILITY

- 3.1 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.

4.0 PRICE/DELIVERY

- 4.1 Prices quoted for the chemicals must be a drop shipment delivered price to School District of Osceola County warehouse located at 817 Bill Beck Blvd. Kissimmee, FL 34744. **The only exception will be the solution centers, which are the responsibility of the awarded vendor to install at the schools and/or departments that require these services.** Any bids containing modifying or "escalator" clauses may not be considered.
- 4.2 "Acceptance" as herein used means the acceptance by the School District of Osceola County after the Purchasing Agent or their authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.
- 4.3 Delivery of all items shall be made as specified herein. Deliveries resulting from this bid are to be made during the normal working hours of the School District of Osceola County.
- 4.4 Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his stated delivery date, the School District of Osceola County reserves the right to CANCEL the order or contract and make the purchase elsewhere.
- 4.5 The successful bidder(s) will be responsible for making any and all claims against carriers from missing or damaged items.
- 4.6 Installation of Solution Centers are to be completed within 30 calendar days after bid award.

5.0 FEDERAL AND STATE TAX

- 5.1 The School District of Osceola County is exempt from Federal Tax and State Tax. 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.

6.0 ACCEPTANCE/REJECTION

- 6.1 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 waive any irregularities and technicalities and may, at its discretion, request a rebid.

7.0 CONTRACTUAL AGREEMENT

- 7.1 This invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order, bid document and response. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by vendor must be enclosed at time of bid response submittal.

8.0 **LEGAL REQUIREMENTS**

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

- 8.2 Vendors doing business with the District are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry religion, national origin, sex, or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

9.0 **JESSICA LUNSFORD ACT**

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

- 9.2 The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed for all first time processing.

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

10.0 **FAMILIARITY WITH LAWS**

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

11.0 **FELONY OFFENCES**

- 11.1 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.

12.0 **SCHOOL SECURITY**

- 12.1 Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the bidder (awarded vendor) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the School Board:

13.0 UNAUTHORIZED ALIENS

13.1 School Board considers the employment of unauthorized aliens by the awarded vendor, or any of awarded vendor's subcontractors, a violation of the Immigration and Naturalization Act. The awarded vendor shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded vendor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

14.0 POSSESSION OF FIREARMS

14.1 Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluder from this definition.

15.0 CRIMINAL ACTS

15.1 Employment on the project by the awarded vendor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The Board shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.

16.0 POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALERTING SUBSTANCES.

16.1 Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the Board may terminate this Agreement.

17.0 CONTACT WITH STUDENTS.

16.2 No construction worker, material person, supplier, or anyone involved in any manner with this agreement shall have direct or indirect contact with students at the project site. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice for the School Board. Awarded vendor shall be responsible for insuring compliance by all sub-contractors or other person involved in any manner this project.

19.0 EEO STATEMENT

19.1 Equal opportunity: The School District of Osceola County believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

20.0 CONFLICT OF INTEREST

20.1 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.

21.0 NO BID

21.1 Where more than one item is listed, any items not bid upon shall be indicated by a "NO BID". If no items are bid, the "NO BID" page should be returned. Failure to do so could be an indication that the bidder does not wish to be considered for future bids, and therefore will be deleted from the District's Vendor List.

22.0 BID FORMS

22.1 All bid proposals must be submitted on our standard Invitation to Bid Form. Bid proposals on vendor quotation forms will not be accepted. All forms that accompany this bid should be completed and returned to be considered a responsive bid.

23.0 BID TABULATION

23.1 Bidders desiring a copy of the bid tabulation of this Invitation to Bid can go to the District website at www.osceola.k12.fl.us, go to Administration, Departments, Purchasing and pull up the tab sheet.

24.0 BID AWARD

24.1 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 items. 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.

24.2 SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and re-bid 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.

25.0 POSTING OF BID TABULATIONS

25.1 Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for 72 hours. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

26.0 MISTAKES

26.1 Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk.

27.0 F.O.B. POINT

27.1 The F.O.B. Point for chemicals is the School District of Osceola County Warehouse, 817 Bill Beck Blvd., Kissimmee, FL 34744. Bid proposals showing other than F.O.B. destination will not be accepted.

28.0 PAYMENT

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

29.0 BANKRUPTCY/INSOLVENCY

29.1 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.

30.0 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

30.1 No equal will be accepted, only the brands specified are to be bid. Please list any guarantees or warranties with your bid. Awarded vendor(s) must supply all MSDS sheets to Purchase within 5 working days of award.

30.2 The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Any item or items that do not meet the District's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the District for the difference in price entailed in going to the next low bidder.

31.0 WARRANTY

31.1 The successful bidder shall fully warrant solution centers furnished hereunder against defect in materials and/or workmanship.

32.0 METHOD OF ORDERING

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

33.0 AS SPECIFIED

33.1 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 be returned at no expense by the School District of Osceola County to the vendor.

33.2 Vendors need to review the Purchase Order for description quantity and prices. Once an order is filled, it is considered a complete contract and no adjustments will be made unless it is in the best interest of the District.

34.0 OVER-SHIPMENTS

34.1 No over-shipments are allowed unless prior arrangements have been made with the Warehouse Expeditor, Frankie Rivera. He can be reached at 407-870-4691. If the District Warehouse receives any over-shipments without prior approval, it could be considered as a donation to the District.

35.0 RIGHT TO TERMINATE

35.1 In the event that the successful bidder violates any of the provisions of the contract, the School District of Osceola County may serve written notice upon such bidder of its intention to terminate the contract. However, the liability of such bidder and his surety for any and all such violation(s) shall not be affected by any such termination.

36.0 CONTRACT PERIOD

36.1 The contract will be for a **base period of three (3) years** from the date of award of the bid during which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. Also, this contract may be extended at the conclusion of the three (3) year base period for two (2) additional one (1) year periods (**for a possible total of five (5) years**) at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District of Osceola County or a sixty (60) day written notice by the awarded vendor.

36.2 Purchases will be contingent upon available funding at the school or district level.

37.0 PRICE INCREASE

37.1 The awarded vendor may request a price increase at the end of each year upon presentation of a letter from the manufacturer showing a general overall price increase.

38.0 CANCELLATION

38.1 Orders will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the District's department performance standards.

39.0 DELIVERY

39.1 Delivery is requested within **20** calendar days after receipt of purchase order. The vendor shall notify the Warehouse Expeditor if there is going to be a delay of more than **20** days. If the vendor is delayed in the delivery of his product because of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, acts of God or neglect of any manufacturer, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Warehouse Expeditor.

40.0 VENDOR SERVICE REPRESENTATIVE

40.1 The bidder must submit with his bid proposal the name, address, phone number and fax number of the person(s) to be contacted for questions, the placement of an order and/or the coordination of service. This person must have the authorization to give credits for incorrect invoices and/or be able to solve problems. A space will be provided for this information on the Price Sheet.

41.0 PACKAGING/SHIPPING LABELS

41.1 Shipping labels should be attached to each carton and are to contain the following information: Purchase Order Number and the "**correct**" quantity contained in each case.

42.0 MINIMUMS

42.1 Setting of minimums on bids may not be in the best interest of the District for re-orders. During the school year the quantity needs for re-orders are not as large as the initial orders. The District request that if you must set a re-order minimum that you set them as low as possible so we will be able to meet the minimums when re-ordering.

43.0 QUANTITY

43.1 The School District of Osceola County reserves the right to increase or decrease total quantities as required. Total quantities ordered during the contract period would be approximate.

44.0 INSURANCE

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

Minimum requirements the vendor must meet are as follows:

- 1) Certificate of general liability insurance - minimum of \$1,000,000
- 2) Certificate of workers compensation for all employees
- 3) Proof of automobile liability

45.0 INSURANCE CANCELLATION

- 45.1 Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 days written notice to the certificate holder the School District of Osceola County.
- 45.2 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.

46.0 HOLD HARMLESS AND INDEMNIFICATION

- 46.1 The contractor agrees, insofar as it legally may, to indemnify and hold harmless the School District of Osceola County, its officers, employees, and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operation performed by Contractor, its officers, employees, and agents under any of the terms of this contract.

47.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

- 47.1 Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

48.0 OCCUPATIONAL HEALTH AND SAFETY

- 48.1 In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item delivered from a contract resulting from this bid. The MSDS must include the following information:
- A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness, and reactivity;
 - 2. The known acute and chronic health of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overestimating.
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - D. The emergency procedure for spills, fires, disposal, and first aid.
 - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alter any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

49.0 DAMAGE TO PERSON(S) OR PROPERTY

49.1 The successful bidder shall at all times guard against damage or loss to person(s) or property of the School District of Osceola County or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The School District of Osceola County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

50.0 PURCHASING AGENT AS REFEREE

50.1 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.

51.0 ANNULMENT OF THE CONTRACT

51.1 This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the Purchasing Agent or his/her duly appointed representative; (b) Failure on the part of the contractor to observe the requirements of these specifications.

52.0 PALLETIZE

52.1 Shipment(s) must be palletized on wooden pallets at no additional cost to the District. Pallets are available for exchange at the time of delivery. If exchange is to be required, it needs to be stated on the bid. A space will be provided for this request on the Price Sheet.

53.0 BID PROTEST BOND

53.1 BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes, and Osceola County School Board Rule 7.70 Ill.

53.2 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 or more than \$5,000.

53.3 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". The BIDDER, as the PRINCIPAL shall execute each such Bond 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.

53.4 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.

53.5 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 Moines represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same. The parties agree that this amount is not a penalty against the BIDDER.

53.6 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 of said Protest Bond, and such amount and sum shall be retained by OWNER.

54.0 ESTIMATED USAGE

54.1 The following are the estimated usages. You can use these estimates to fill out your bid prices. However, the usage could increase or decrease. The District does not in any way guarantee these same usages for this bid.

SC JOHNSON SOLUTION CENTER CHEMICALS

Virex II 256 Germicidal Cleaner	100 Cases
Forward DC Restroom Cleaner	200 Cases
Spitfire Concentrate Cleaner/Degreaser	200 Cases
Glance Glass Cleaner	120 ½ Gal.

SPARTAN SOLUTION CENTER CHEMICALS

NABC Bathroom Cleaner (#1)	200 Cases
HdqC2 Neutral Disinfectant Cleaner (#2)	300 Cases
Class And Hard Surface Cleaner (#3)	96 Cases
Multi Surface Cleaner (#4)	200 Cases
Eco Degreaser (#6)	120 Cases

- 54.2 At the present time we are building 3 new schools. When they are completed it will be the responsibility of the awarded vendor to install solution centers into these schools and any new schools, upon notification.
- 54.3 Upon board approval, the awarded vendor will be given a list of schools and/or departments that will need to have the centers installed. Some of the schools and/or departments will have SC Johnson while others will have Spartan.
- 54.4 Either screen printed bottles or chemical labels are to be supplied at no cost to the district.
- 54.5 Initial orders may be slow until current chemical stocks are depleted by the district facilities.
- 54.6 New dispenser systems will be installed as needed at facilities after they deplete their current stock of chemicals.

55.0 SOLUTION CENTER QUANTITIES

55.1 There are approximately 114 solution centers currently in operation within the district. It is a mixture of quads, duals and singles. This amount could increase or decrease depending upon the custodial needs.

**SOLUTION CENTERS AND CHEMICALS
FOR WAREHOUSE STOCK**

BID #SDOC 07-087 KB

PRICE SHEET

Item	Est. Qty.	Description	Brand or Exceptions	Unit Price
1.	40 Cases	Glass Cleaner, Concentrate, 1 Gallon Container, Zagers Z-ZD1 Glass Cleaner Or Buckeye Star Spray ONLY		_____
		Product Order Code	_____	
		Stipulate Container Size If Other Than 1 Gallon		
2.	40 Cases	Restroom Disinfectant Cleaner, 1 Gallon Container, Zagers Z-ZD5 Non-Acid Disinfectant or Buckeye Sanicare Quat-256 ONLY		_____
		Product Order Code	_____	
		Stipulate Container Size If Other Than 1 Gallon		
3.	40 Cases	Degreaser, Super Concentrate, 1 Gallon Container, Zagers Z-ZD-2 Spray & Wipe Degreaser or Buckeye XL-100 Heavy Duty Cleaner/Degreaser ONLY		_____
		Product Order Code	_____	
		Stipulate Container Size If Other Than 1 Gallon		

BID #SDOC 07-087 KB

Item	Est. Qty.	Description	Brand or Exceptions	Unit Price
4.	40 Cases	Disinfectant Cleaner, Neutral, 1 Gallon Container, Zagers Z-ZD-3 Neutral Disinfectant Cleaner, Or Buckeye Terminator ONLY		
		Product Order Code		
		Stipulate Container Size If Other Than 1 Gallon		

5. Balance Of Line Discount _____ %
 (Please provide a list of chemicals and their before discount prices)

6. Other Entities Can Piggy-Back From This Bid _____ Yes _____ No.

7 Vendor Requests Exchange On Pallets _____ Yes _____ No.

8. Minimum Dollar Required On Re-Orders During School Year. \$ _____.

9. Name, Address, Phone And Fax Number Of Representative.

 _____ Phone Number
 _____ Fax Number

10. 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)

 SIGNATURE

 DATE

 TITLE

 VENDOR NAME

 FACSIMILE NUMBER

 TELEPHONE NUMBER

STATEMENT OF NO BID
BID #SDOC 07-087 KB

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

Dear Mrs. Brown,

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

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

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

Company Name: _____

Authorized Signature _____

Telephone Number _____

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

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

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u>SDOC 07-087 KB</u>
BID TITLE:	<u>Solution Centers And Chemicals For Warehouse Stock</u>
BID TO BE OPENED ON	<u>April 5, 2007</u> AT <u>1:00 PM</u>
BID ENCLOSED	<u>Yes</u> <u>No</u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495