

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

August 3, 2007

THE PURCHASE OF MISCELLANEOUS PRINTER PARTS BID # SDOC-08-B-010-CB

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **The Purchase of Miscellaneous Printer Parts** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until 2:00 p.m. on **September 6, 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 a sealed envelope, clearly marked with the Bid/RFP 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/RFP, 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 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 provided in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

APPLICABLE LAW

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

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INVITATION TO BID

BID #SDOC-08-B-010-CB

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

NAME OF BID: The Purchase of Miscellaneous Printer Parts

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.

- Certificate of Debarment
- X Drug Free Workplace Certification
- X Insurance Documentation as specified in Bid
- X List of References
- Financial Statement
- Business Resume
- X Additional Submittals specific to this bid may also be required. See Bid for details.

DO NOT SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

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

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

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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

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1. SCOPE

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **THE PURCHASE OF MISCELLANEOUS PRINTER PARTS**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492.
- 1.02 THE INTENT of this bid is to establish a contract for a period of one (1) year from the date of award of the bid during which time, the successful bidder shall guarantee firm fixed prices for the item(s) awarded as specified in this bid.
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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 34744-4492. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified herein.

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 that 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: Charles Brooks, Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4492, 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

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the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

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

2.08 **ACCEPTANCE / REJECTION**

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

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of the Award Letter, 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 **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the District may serve 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.

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF BID TABULATIONS**

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

2.13 **LEGAL REQUIREMENTS**

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

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2.14 **CHECK UNIT PRICES**

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

2.15 **NON-COLLUSION**

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

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

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

2.16 **CONFLICT OF INTEREST**

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

This solicitation is subject to Chapter 112 of the Florida Statutes. Bidders shall disclose with their bid the name of any officer, director, employee or other agent who is also an employee of this District. Bidders shall also disclose the name of any District employee who owns, directly or indirectly, an interest of five (5) percent or more in the bidder or its affiliates

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.

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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, and/or any other state or local governmental agency in the State of Florida.

SDOC shall mean: The School District of Osceola County, Florida; The Board; and/or The School System.

2.22 QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

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

B. INTERPRETATION OF BIDDING DOCUMENTS

No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

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

2.23 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

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

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

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- 2.24 **Firm Pricing:** *The District may make an award within sixty (60) days after the Due Date of the bid, during which time the pricing bid shall remain firm and shall not be withdrawn. If an award is not made within these sixty (60) days, the bid pricing shall remain firm until either the District awards the Contract or the District receives from the bidder a written notice that the bid is withdrawn. Bid pricing that expresses a shorter duration, at the District's sole discretion, be accepted or rejected.*
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3. SPECIAL TERMS AND CONDITIONS

3.01 **LENGTH OF CONTRACT**

Prices shall remain firm for a period of, from September 21, 2007 through September 20, 2008. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party.

3.02 **METHOD OF AWARD**

BID PRICES will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, and/or (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid. The School District of Osceola County reserves the right to reject any or all bids or to accept any bid or part thereof, that in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

3.03 **CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to one (1) additional one-year periods, upon mutual agreement, in writing.

3.04 **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.

3.05 **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.

3.06 **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, within ten (10) 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) 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.

3.07 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: within the confines of The School District of Osceola County, Florida. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building and setting it/them in place at the point designated by an authorized representative of the School

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District of Osceola County, Florida. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.

B. DELIVERY TIME

Delivery, as specified herein, shall be within seven (7) calendar days from the date of the receipt of the Purchase Order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

C. DELIVERY CHARGES

Bid price must include all delivery charges.

D. HOURS OF DELIVERY

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

3.08 LABELING

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

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

3.09 DAMAGED ITEMS

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

3.10 QUANTITY

The estimated quantities that may be purchased during this bid period of twelve (12) months are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.11 QUANTITY CHANGES

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

3.12 METHOD OF ORDERING

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

3.13 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 34744-4492. 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

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(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.

3.14 PARTIAL PAYMENT

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

3.15 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.}

Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

3.16 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.

3.17 FAILURE OF PERFORMANCE AND/OR DELIVERY

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School District of Osceola County, Florida, for any damages to the said Board caused by his failure to perform as stated.

3.18 WARRANTY

The successful bidder shall fully guarantee all items furnished hereunder against defect in materials and/or workmanship for the manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the warranty period, the successful bidder shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board.

3.19 COMPLIANCE WITH BID SPECIFICATIONS

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

3.20 MAKE AND MODEL

State the make and model you are bidding on. If the item is other than specified, enclose literature giving complete specifications of the item being bid.

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3.21 **REJECTED ITEMS**

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

3.22 **APPROVED EQUIVALENTS**

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE APPROVED EQUIVALENTS AND SUCH DETERMINATION SHALL BE FINAL AND BINDING UPON ALL BIDDERS.

3.23 **INDEMNIFICATION AND HOLD HARMLESS**

Contractor agrees to protect, defend, reimburse, and indemnify and hold the District, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the District by reason of any damage to property of the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whosoever, or other party whosoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performances of the Contractor or any breach of the terms of this Agreement; provided, however, the Contractor shall not be responsible to the District for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the District, its respective agents, servants, employees or officers.

3.24 **NON-PERFORMANCE**

Time is of the essence in this contract. The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default.

In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

3.25 **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 nor more than \$5,000, or \$5,000 for a Bid Protest in regards to the Bid Specifications.

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

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power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

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

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

4. TECHNICAL SPECIFICATIONS

4.01 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

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

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

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

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible.

**The Purchase of Miscellaneous Printer Parts
BID #: SDOC-08-B-010-CB**

Therefore, deviations must be explained in detail on attached sheets and itemized by number. 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.

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**The Purchase of Miscellaneous Printer Parts
 BID #: SDOC-08-B-010-CB**

August 6, 2007
BID PRICE SHEET

#	Estimated Quantity	Unit	Description	Unit Price	Total
1.	30	EA	JetDirect 615N, EIO, 10/100 BaseTX, P/N 6057A or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
2.	3	EA	HP 5Si Fuser Assembly, P/N C3971-67903 or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
3.	1	EA	LJ 2100 Formatter PCB, P/N C4132-60001 or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
4.	1	EA	Formatter Assembly, OEM, LJ 8150, P/N C4265-67901 or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
5.	1	EA	LJ1200 Formatter PCB, P/N C7857-6001 or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
6.	1	EA	Formatter Assembly, LJ4200, P/N C9652-67902 or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
7.	3	EA	JetDirect MIO RJ45, 10/100, P/N J2556B or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
8.	2	EA	JetDirect 600N, EIO, 10 Base T/2 P/n J3111A or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
9.	10	EA	JetDirect 610N, EIO, 10/100 Base TX, P/N J4169A or Approved Equal. MFG _____ MODEL # _____	\$ _____	\$ _____
10	1	EA	Formatter Board, CLJ4650, P/N Q3999-67902 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
11	5	EA	HP 5Si Pickup Roller, P/N RF5-1835-000 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____

**The Purchase of Miscellaneous Printer Parts
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12	2	EA	AdFuser, 110 V, LJ4050, P/N RG5-2661 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
13	2	EA	Fuser, 110 V, LJ5Si, P/N RG5-4447 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
14	1	EA	Paper Guide Plate Assembly, LJ100/3200, P/N RG5-4582 or Approved Equal MFG _____ Model # _____	\$ _____	\$ _____
15	5	EA	Fuser Assembly, 115 V, CLJ 4500, P/N RG5-51545 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
16	2	EA	Developing PCB, LJ4550, P/N RG5-5180 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
17	4	EA	Paper Pickup Assembly, CLJ4600, P/N RG5-6468 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
18	2	EA	Paper Pickup Assembly, CLJ4600, P/N RG5-6468-020 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
19	4	EA	Fuser Assembly, LJ8150, P/N RG5-6532 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
20	2	EA	Fuser Assembly CLJ2500, 110 V, P/N RG5-6903 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
21	5	EA	Fuser Assembly, LJ1200, 110 V, P/N RG9-1493 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
22	10	EA	HP Fuser Assembly, LJ4200, P/N RM1-0013 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
23	4	EA	Fuser, LJ4300, 110 V, P/N RM1-0101 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____

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24	3	EA	LaserJet 1300, Fuser Assembly, P/N RM1-0560 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
25	4	EA	Fuser, LJ4350, 110 V, P/N RM1-1082 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
26	5	EA	Fuser Maintenance Kit, CLJ4600 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
27	4	EA	LJ4100 Maintenance Kit or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
28	5	EA	Roller Kit LJ4200/4300 or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
29	4	EA	Fuser Assembly Maintenance Kit, LJ4500, 115 V or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
30	3	EA	HP LaserJet 8150 Roller Kit or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
31	3	EA	LJ4100 Maintenance Kit or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
32	4	EA	HP LJ9000 Roller Kit or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
33	4	EA	LJ3700 Maintenance Kit or Approved Equal. MFG _____ Model # _____	\$ _____	\$ _____
			<p>NOTE 1: QUANTITIES: The item quantities listed on the Bid Price Sheets herein are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.</p> <p>NOTE 2: APPROVED EQUAL: Please complete the "Manufacture (MFG.)" and "MODEL #" blocks if you are bidding an equal or like item for the item specified. If a Bidder elects to supply an alternate manufacturer and part number, the material shall be an exact replacement for the item specified. Please provide literature or cut sheets to aid in the evaluation process.</p>		

TOTAL BID \$ _____

The Purchase of Miscellaneous Printer Parts
BID #: SDOC-08-B-010-CB

BEST POSSIBLE DELIVERY

Best Possible Delivery after receipt of Order: _____ days.

TERMS OF PAYMENT

The Terms of Payment will be Net 45 days.

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

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

Email Address