

**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)

**February 22, 2008**  
**CALL FOR BID**  
**INVITATION TO BID #SDOC-08-B-076-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS** in the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on March 27, 2008**. 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 bidder 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 Board of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities if permitted by the bidder. Please be advised that other agencies may make, want to purchase from this 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 the Districts 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 BIDDER LIST**

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Bidder 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 bidder, supplier, sub bidder, 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 Bidder 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 08-B-076-LC**

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

NAME OF BID: RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS

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

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

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
SDOC-08-B-076-LC**

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

**INVITATION TO BID REQUIRED RESPONSE FORM**

TITLE: BID FOR RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
BID #SDOC 08-B-076-LC

Anti-Collusion Statement/Public Domain

I, the undersigned bidder, have not divulged, discussed, or compared this proposal with any other bidders and have not colluded with any other bidder in the preparation of this bid in order to gain an unfair advantage in the award of this bid.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Submittal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this BID this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this bid, and all attachments and the contents of any addendum released hereto.

BIDDER (Contractor Name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

TOLL FREE: \_\_\_\_\_ INTERNET E-MAIL ADDRESS \_\_\_\_\_

BIDDER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.**

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
SDOC-08-B-076-LC**

**STATEMENT OF NO BID**

The School District of Osceola County, Florida  
Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida 34744-4495

**Attn: Linda L. Ciraldo - Senior Buyer**

Bid # SDOC-08-B-076-LC

We, the undersigned, have declined not to bid 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 bidder file only for the commodity listed above
- \_\_\_\_\_ Please remove our name from the School Board's entire bidder files
- \_\_\_\_\_ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's bidder list for this commodity.

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

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

Print Name of Authorized Person \_\_\_\_\_

Email Address for Authorized Person \_\_\_\_\_

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

Fax Number \_\_\_\_\_

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
SDOC-08-B-076-LC**

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

Failure to do so may result in your name being removed from the School District of Osceola County's Bidder 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: \_\_\_\_\_ SDOC-08-B-076-LC \_\_\_\_\_**

**BID TITLE: Rental /Lease and Purchase of Work Supplies and Uniforms**

**BID TO BE OPENED ON March 27, 2008 AT 2:00 P.M.**

**BID ENCLOSED \_\_\_\_\_ "NO BID LETTER" ENCLOSED \_\_\_\_\_**

Deliver To: The School District of Osceola County, Florida  
PURCHASING DEPARTMENT  
817 Bill Beck Blvd., Building 2000  
Kissimmee, FL 34744-4495

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
SDOC-08-B-076-LC**

**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 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 bidders 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.

\_\_\_\_\_  
Bidder's Signature

ne(pr237p)

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
SDOC-08-B-076-LC**

**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.

**Rental/Lease and Purchase of Work Supplies  
and Uniforms**  
**SDOC-08-B-076-LC**  
PR/Award Number of Project

Organization Name

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Names and Titles of Authorized Representative(s)

---

Signature(s)

---

Date

**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.



**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
**SDOC-08-B-076-LC**

**1. SCOPE**

1.01 THIS SPECIFICATION establishes the minimum requirements for the **RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The products will be delivered to approximately thirteen (13) individual school and department sites in Osceola County.

1.02 **TERM** of this bid is to establish a contract for a period of three (3) years to start July 1, 2008, during which time; the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. This bid may be renewed for one additional two year period (for a total of five (5) years) under the same terms and conditions if mutually agreeable. The use of this service and listed options will be contingent upon available funding at the school or district level.

1.03 **INTENT**

The intent of this bid is to be Board Approved in April. This will give the awarded vendor approximately two (2) months to go to the schools and departments to measure and be ready for a July 1, 2008 start date.

1.04 **DELIVERY**

Bid price must include all delivery charges. Deliveries shall begin (five) 5 working days after receipt of purchase orders from each school and/or department.

**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, its opening date and time along with the bidder's Company Name and address. Non-compliance with this stipulation may result in your bid not being considered. Bid proposals submitted on Bidder's Quotation Forms will not be accepted.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, 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 **FELONY OFFENCES**

The awarded bidder(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.

2.05 **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.

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
**SDOC-08-B-076-LC**

2.06 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing at least seven (7) business days prior to the scheduled bid opening, to: Linda Ciraldo – Senior Buyer, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax #407-870-4616.

2.07 **TAXES**

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Bidders or Bidders 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 Bidder be authorized to use the District's Tax Exemption Number in securing such materials.

2.08 **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.

2.09 **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 bidder 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.

2.10 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida.

2.11 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".

2.12 **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.

2.13 **ANNULMENT OF THE CONTRACT**

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 Bidder to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Bidder to observe the requirements of these specifications; (c) Failure on the part of the Bidder to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

2.14 **UNIFORM COMMERCIAL CODE**

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

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
**SDOC-08-B-076-LC**

**2.15 POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be available on the Purchasing Department web page at [www.osceola.k12.fl.us/depts/Purchasing/Index.asp](http://www.osceola.k12.fl.us/depts/Purchasing/Index.asp) for review within ten (10) days. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**2.16 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.

**2.17 APPLICABLE LAW**

This contract shall be governed by the laws of the State of Florida: jurisdiction and venue shall lie in Osceola County, Florida. Each bidder is hereby notified that this bid falls under the jurisdiction of the U.S. government Executive Order #10936;26 Federal Register 3555 relating to identical bids and as such comes under the Justice Department Annotation DJ-1510; Ref: at-IBR reporting procedures.

**2.18 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.

**2.19 NON-COLLUSION**

Bidder warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for bidder, 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 Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If BIDDER 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 BIDDER, if any, or otherwise recover from BIDDER 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.

**2.20 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.

**2.21 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.

**2.22 BANKRUPTCY/INSOLVENCY**

At the time of submittal of bid, bidder/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 bidder/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.

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
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2.23 **DEFINITIONS**

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

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists and not limited to each of the following:
  - a) each page of this document,
  - b) all addenda heretofore issued,
  - c) drawing(s), if any,
  - d) purchase order,
  - e) bidder's submittals, if any,
  - f) contract agreement, if required.

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

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**  
No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Purchasing Department 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.

2.25 **LITIGATION HISTORY**

All bidders, including predecessors or related bidder or entity, shall identify any litigation in which they have been involved in, 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.

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
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**3. SPECIAL TERMS AND CONDITIONS**

**3.01 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.

**3.02 ASSIGNMENT**

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

**3.03 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.

**3.04 REPRESENTATIVES OF THE PURCHASING AGENT**

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, subject to the final decision of the Purchasing Agent.

**3.05 ANNULMENT OF THE CONTRACT**

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 School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

**3.06 ON SITE INSPECTION**

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

**3.07 DELIVERY CHARGES**

Bid prices must include all delivery charges.

**3.08 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 bidder at no cost to the School Board.

**3.09 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.

**3.10 ORDERS**

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the Rental/Lease and Purchase of Work Supplies and Uniforms. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the chosen bidder. This purchase order represents an offer to buy. The order should be reviewed for correct prices, catalog numbers, extensions, etc. NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.

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**3.11 QUANTITY CHANGES**

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

**3.12 SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

**3.13 ADDITIONAL ITEMS:**

If during the contract period, a new product becomes available it may be evaluated by the School District. Such items may be added to this contract if determined by Purchasing that it would be in the best interest of the District. Such products and prices must be approved by Purchasing before the product may be added to the contract. All supporting documentation will be maintained in the bid/contract file.

**3.14 UNUSUAL COSTS:**

The Bidder may petition the Director of Purchasing and Warehouse Services at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Bidder's request shall contain substantial proof and justification to support the need for the rate adjustment. The School District may request from the Bidder, and the Bidder shall provide, such further information as may be reasonably necessary in making its determination. The School District shall approve or deny the request, in whole or in part, within 60 (sixty) days of receipt of the request and all other additional information required by the School District. Any price re-determination shall be solely based upon the documentation provided and the

School District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

**3.15 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. At the time of each school delivery, the delivery man shall leave two invoices, an original and a carbon copy. Delivery tickets must be legible with the unit price listed and extensions accurately computed. There shall be two separate invoices given, one for lease (uniform rental without laundry service) and one for rental (uniform rental and laundry service).

**3.16 PARTIAL PAYMENT/INVOICING**

Partial billing will not be accepted. The School Board will pay 100% of the contract price after all items have been delivered and accepted.

**3.17 BIDDER SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

**3.18 BIDDER EMPLOYEE REQUIREMENTS**

1. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
2. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.  
  
It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
3. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.

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5. The Bidder shall provide the School District's Representative(s) within ten calendar days of the start of the contract, a list of all Bidder's employees assigned to work on the School Board premises. The employee list shall include complete name, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Bidder shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
6. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
7. The School District's Representative(s) will determine how the Bidder will receive access to the facility.
8. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
9. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
10. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
11. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) work days. Bidders (Employers) are required to report such convictions to the school board within ten (10) work days of receiving this information.
12. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
13. The Bidder shall strictly prohibit interaction between their employees and the student(s).
14. Bidder's employees may not solicit, distribute or sell products while on School Board property.
15. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
16. The Bidder shall adhere to all of the District's security standards.

**3.19 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 bidder, 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 bidder 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 bidder 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 bidder working on School Board premises to see that the bidder is in compliance of this requirement. The awarded bidder 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 bidders 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. A State issued "photo" ID
  - b. Social Security Number

**3.20 SUBCONTRACTING**

If a bidder must subcontract any portion of a contract for any reason, he must state the name and address of the sub bidder and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subbidder who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subbidders in order to make a determination as to the foregoing.

**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 bidders and shall replace or repair any loss or damage unless such be caused by the School Board, other bidders or. 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 bidder at no expense to the School District of Osceola County.

**3.24 REJECTED ITEMS**

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

**3.25 INSURANCE**

The awarded Bidder (including any sub bidders) 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 bidder must show



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proof that the School District of Osceola County, FL has been added to the bidder's current insurance policy as additionally insured.

- Minimum requirements the bidder must meet are as follows:
- Certificate of general liability insurance - minimum of \$1,000,000
- Certificate of workers compensation for all employees – minimum of \$1,000,000
- Proof of automobile liability – minimum of \$1,000,000

**3.26 PROOF OF INSURANCE**

Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) calendar day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4495.

**3.27 INSURANCE CANCELLATION**

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County. All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

**3.28 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.

**3.29 HOLD HARMLESS AND INDEMNIFICATION**

The Bidder 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 Bidder, its officers, employees, and agents under any of the terms of this contract.

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

All bidders, 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).

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

All bidders, 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).

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

All bidders, 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.)

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

All bidders, 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.

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

All bidders, 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 Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and sub-contracts of amounts in excess of \$100,000.)

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3.35 **NEW FACILITIES**

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

3.36 **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, and Osceola County School Board Rule 7.70 III.
- 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 a bond to the District in an amount equal to 1 percent (1%) of the total estimated contact value, but not less the \$500 or more than \$5,000.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

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

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

4. **BID SPECIFICATIONS**

- 4.01 **RENTAL/LEASE SERVICE:** The **Rental Service** shall include weekly pickup of soiled clothing and delivery of the same clothing laundered and pressed. Each employee will have a set of eleven (11) uniforms that include shirt, pants and/or shorts. **Lease Service** shall include a set of six (6) uniforms that include shirt, pants and/or shorts, which the employee shall launder. Each employee that is using the vendor's service shall have the option of which service they will use. There are eight (8) schools and two (2) departments that use rental/lease uniforms and five departments that use supplies.

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- 4.02 **MEASUREMENTS/FITTINGS:** It shall be the responsibility of the awarded bidder to measure each employee to ensure proper fit. The awarded bidder shall visit each location during the changeover for the purpose of individually measuring all personnel for whom uniforms will be ordered. Measurements for the initial rental/lease must be completed within thirty (30) days from notification of the award. "Measuring" will include physical measurement taken by an experienced professional and "trying on" a sample uniform of the exact type and size that the employee will be ordering. No verbal measurements will be acceptable. Uniforms that do not fit properly will not be accepted and shall be returned to the vendor at no cost to the District. Time for measuring is at the discretion of the school/department administrator. Normal working hours varies per school/department and no measuring will be done outside normal working hours. After notification of award, the bidder shall confirm working hours with schools/departments administrator and make arrangements to plan times and dates for fitting of employees.
- 4.03 **SITE LOCATIONS:** The awarded bidder will be given a list of schools and departments using this contract when the bid is awarded.
- 4.04 **REPAIRS:** Repairs (zippers, buttons, split seams, rips, tears, etc.) shall be the responsibility of the Bidder. It is the responsibility of the employee to tag each repair with a completed service request tag, provided by the Bidder. If the garment has been properly tagged and the repair is not completed within a one (1) week time frame, the rental charge for that garment will be deducted from the invoice until said repairs are accomplished.
- 4.05 **REPLACEMENTS:** The Bidder shall replace all **rental/lease uniforms** on a twelve (12) month basis coordinated with Purchasing. Each uniform shall be replaced with complete set of new uniforms on the contract anniversary date. The value of the uniform being replaced will be considered as \$0.00 but the uniforms will be returned to the Bidder, if so requested by the bidder. The Bidder shall initiate stated replacements automatically, except in the case of "upon request". Failure to replace uniforms, as stated above shall constitute a breach of contract on the part of the Bidder and shall be grounds for termination of said contract.
- 4.06 **DEFECTS:** The garments provided by awarded bidder during initial start-up shall be NEW and FREE from defects.
- a) After initial start-up any defective garment will be replaced at no additional cost to the District with new garment. The nature of a "work" uniform suggests hard use and accelerated wear of the garment.
  - b) Any worn out garment will be replaced with a new, proper-fitting garment during the term of the contract. At the Discretion of the departments and/or schools
  - c) Any garments not returned the following week would be considered as missing and so noted on the pick-up/returned uniform sheet. All garments not so noted shall be considered as returned.
  - d) Any garment not returned within two (2) weeks after sent out for laundry shall be considered lost and the bidder, before payment of the next invoice, will replace the garment.
  - e) Garments with excessive spots or stains, during the term of the contract, shall be replaced at no extra cost to the Board with a new garment. At the discretion of the department and/or school.
- 4.07 **COLORS:** Colors of garments will be chosen from the manufacturer's standard colors. Designated school/department administrators will select the color(s) of the rental/lease uniform for their sites.
- 4.08 **LAUNDERING REQUIREMENTS:** Garments shall be laundered to the highest industry standards with hypoallergenic detergents, neatly pressed and returned to each school/department. Some of the Districts uniforms have greasy soil from automotive repairs that requires removal. If starch is used on the garments, it will be the employee's choice if there is to be starch used when laundering their uniform.
- 4.09 **DISCONTINUED STYLES:** Should a style be discontinued during the contract period, the awarded vendor shall locate and recommend a comparable style to the Purchasing Department within five (5) working days after notification of discontinued style. A sample may be requested before final approval.

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- 4.10 **SPECIAL-SIZED GARMENTS:** It shall be the responsibility of the awarded Bidder to provide garments for all employees. If an employee cannot wear the style or standard sizes known within the industry, the Bidder will provide garments, as needed, from any acceptable source in order to provide uniforms for all personnel who require them. The school/department administrator shall approve all special sized garments and any additional cost incurred to obtain them.
- 4.11 **AMORTIZATION SCHEDULE:** An amortization schedule for lost uniforms is required to be enclosed with the bid. Failure to provide the amortization schedule may be cause to consider the bid submittal as non-responsive. The schedule shall commence on the first month after issue and continue to a \$0.00 value or the end of the contract whichever comes first.
- 4.12 **LOST UNIFORMS:** Uniforms lost by District employees will be replaced by Bidder at the Board's expense. The Board shall assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of the District employee. Value of garment shall be based on the awarded bidder's contracted value of the garment according to the amortization schedule. Initial price of garments in the amortization schedule is to be no more than the purchase price listed on bid response.
- 4.13 **SHORTAGES:** Uniforms returned from cleaning must equal the number of uniforms picked up the preceding week. Shortages must be noted on the delivery sheet at the time of delivery. Uniforms not returned by the Bidder from the preceding week will be deducted from the invoice. The bidder shall be responsible for replacing any undelivered uniform within a reasonable time. If shortages continue to be a problem, the Bidder may be required to provide a weekly individual count by the employee until the shortages are resolved.
- 4.14 **PICK-UP/DELIVERY:** The pickup/delivery day and estimated arrival time shall be agreed upon by the Bidder and school/department using the rental/lease uniform services. Once established, the agreed upon day and estimated time for pickup and delivery (under normal circumstance) shall not change without prior mutual agreement. Holidays or a change in work hours may cause the pickup/delivery day to change temporarily. Pickup/delivery shall be made one (1) time per week at each designated location.
- a) Each location participating in this contract shall have a designated contact person who will be at that location the entire workday. The driver for that route MUST clear all pick-ups and deliveries with that contact person and the contact person and driver must both sign all pick-up/delivery slips to confirm their accuracy. The school/department has 48 hours to call in any discrepancies in the uniform delivery.
  - b) Uniforms for employees shall be clipped together and labeled with the employee's name for ease of identification.
  - c) Delivery tickets shall accompany each weekly delivery and shall include, but not limited to, the employee's name, identification number, garment inventories, sizes, soil pick-up and clean delivery amounts. Designated District employees must sign the delivery tickets and a copy is to be left at each location.
- 4.15 **NEW EMPLOYEES:** All new employees shall be measured for uniforms within two (2) working days of notification. The Board requires that the measuring for new employees be done at the employee's work site. All initial-issue uniforms for new employees shall be new and free from defects upon delivery. Delivery shall be within two (2) weeks after receipt of order.
- 4.16 **CREDIT FOR EMPLOYEES ON EXTENDED LEAVE:** When an employee is on extended leave, in excess of fifteen (15) working days, uniform rental/lease charges shall be suspended if the employee has given adequate notice to the Bidder. Adequate notice shall be defined as five working days prior to said leave. In the event of an unforeseen leave situation, and employee can give five working days notice to the Bidder upon realization that the employee will be out for twenty (20) working days or more. The Bidder will charge the employee for uniforms through the five-day notice period only. Uniforms will not be delivered to employees on extended leave until written notice of return to work is received. The employee shall supply the Bidder with said notice at least five working days prior to the employee's return to work.

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- 4.17 **TRACKING FORMS:** Bidder shall provide a copy of the following forms with their bid response:
- a) Delivery Ticket (form used to show what items were delivered to employees at a given site)
  - b) Repair Ticket (form used to return uniforms to Bidder needing repairs)
  - c) Service Order Request (form used to request services(s) not addressed in delivery/repair)
- 4.18 **SAMPLES:** Sample swatches must be included with bid packet. Required sample swatches should be 4”X4” of fabric and colors available for each item being bid. Each sample shall be labeled with bidder’s name, bid number and bid item number. Failure to submit samples may cause rejection of bid.
- 4.19 **PRICE:** Price submitted by Bidders shall include all shipping, handling, insurance and any other cost associated with the delivery of the product. Price bid shall include the cost of any logo(s). Should there be any additional charges associated with this product/service; the Bidder shall indicate such charges(s) on the price sheet.
- 4.20 **WORK SHIRTS:** To be made of 65% polyester/35% cotton poplin 4.5 oz.; short and long sleeves.
- 4.21 **WORK PANTS:** To be made of 65% Polyester/35% cotton twill, 7.0 oz.; pants and shorts.
- 4.22 **WORK JEANS:** To be made of pre-washed denim 14 oz.
- 4.23 **LOGO/PATCH:** The bidder shall provide two (2) patches per shirt (unless otherwise stated by department/school). Patches shall be made of twill material. **PATCHES shall be attached to the uniform shirt by stitching only.** The patch over the left-heart shall be the School District logo. The patch over the right-heart shall be the employee’s name. When uniforms are returned to bidder and are not being returned to the employee, the **logo/patch is to be removed.** A sample of all logos and patches shall be given to the schools and departments for approval before being used on the uniforms.
- 4.24 **ADDITIONAL ITEMS:** It is the desire of the District to provide additional miscellaneous items to schools/department’s that are typically associated with uniform rental/lease. A balance of **product line** shall be used for this purpose. The balance of product line will be used for both /lease and purchased items. Submit two (2) catalogs with the bid package for this purpose. The awarded bidder shall supply the school/departments catalogs after the bid is awarded.

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**PRICE SHEET**

<b>CATEGORY 1 (Rental/Lease)</b>				
<b>Category 1a (rental)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
1	Work shirt – 65% polyester/35% cotton, short sleeved. Laundered Manufacturer _____ Item # _____ Sizes S – XL	200		
2	Work shirt – 65% polyester/35% cotton, long sleeved. Laundered Manufacturer _____ Item # _____ Sizes S – XL	25		
3	Work Pant – 65% polyester/35% cotton twill. 7.0 oz. Laundered Manufacturer _____ Item # _____ Sizes 28 – 42	200		
4	Work Short – 65% polyester/35% cotton twill. 7.0 oz. Laundered Manufacturer _____ Item # _____ Sizes 28 – 42	25		
5	<b>TOTAL WEEKLY COST</b>			
<b>Category 1b (lease)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
6	Work shirt – 65% polyester/35% cotton, short sleeved. Not laundered Manufacturer _____ Item # _____ Sizes S – XL	200		
7	Work shirt – 65% polyester/35% cotton, long sleeved. Not Laundered Manufacturer _____ Item # _____ Sizes S – XL	25		
8	Work Pant – 65% polyester/35% cotton twill. 7.0 oz. Not Laundered Manufacturer _____ Item # _____ Sizes 28 – 42	200		
9	Work Short – 65% polyester/35% cotton twill. 7.0 oz. Not Laundered Manufacturer _____ Item # _____ Sizes 28 – 42	25		
10	<b>TOTAL WEEKLY COST</b>			
11	Extra charge for 2X and 3X Work Shirts EACH			
12	Extra charge for pants and shorts sizes 44 – 50 EACH			

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
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<b>CATEGORY 2 (Purchase)</b>				
<b>ITEM</b>		<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>
13	Work shirt – 65% polyester/35% cotton, short sleeved. Manufacturer _____ Item # _____ Sizes S – XL	30		
14	Work shirt – 65% polyester/35% cotton, long sleeved. Manufacturer _____ Item # _____ Sizes S – XL	15		
15	Extra charge for shirts 2X – 3X			
16	Work Pant – 65% polyester/35% cotton twill. 7.0 oz. Manufacturer _____ Item # _____ Sizes 28 – 42	20		
17	Work Short – 65% polyester/35% cotton twill. 7.0 oz. Manufacturer _____ Item # _____ Sizes 28 – 42	30		
18	Extra charge for pants and shorts sizes 44 – 50			
19	Tee 50% polyester/50% cotton 5.6 oz tee, w/pocket and embroidered logo, grey Manufacturer _____ Item # _____ Size S – XL	60		
20	Extra charge for shirts 2X – 3X EACH			
21	Polo shirt 50% polyester/55% cotton 5.6 oz tee, w/pocket and embroidered grey Manufacturer _____ Item # _____ Size S – XL	45		
22	Extra charge for shirts 2X – 3X EACH			

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
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<b>CATEGORY 2 (Purchase continued)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
23	Brushed twill solid cap, 100% brushed cotton twill, 6-panel, medium profile, adjustable fabric strap, with embroidered front logo, navy blue Manufacturer _____ Item # _____	6/dz		
24	Twill solid cap, 100% cotton twill, 6-panel, medium profile, adjustable plastic strap, with embroidered front logo, navy blue Manufacturer _____ Item # _____	6/dz		
25	Mesh back cap, 65% polyester/35% cotton, 100% nylon mesh back with plastic adjustable closure, 6-panel, medium profile, with embroidered front logo, navy blue Manufacturer _____ Item # _____	6/dz		
26	<b>TOTAL PRICE FOR ITEMS-13, 14, 16, 17, 19, 21, 23, 24, 25</b>			
<b>CATEGORY 3 (Supplies)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
27	Track Control Mat 3' X 4', Solution-dyed nylon bonded to 100% nitrile rubber. Colors Available _____ Manufacturer _____ Item # _____	14		
28	Track Control Mat 4' X 6', Solution-dyed nylon bonded to 100% nitrile rubber. Colors Available _____ Manufacturer _____ Item # _____	11		
29	Track Control Mat 3' X 10', Solution-dyed nylon bonded to 100% nitrile rubber. Colors Available _____ Manufacturer _____ Item # _____	2		



**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
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<b>CATEGORY 3 (Supplies continued)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
30	Scraper Mat Black, 3X 5 100% nitrile rubber Manufacturer _____ Item # _____	6		
31	Anti-fatigue comfort flex mat 3 X 5 Manufacturer _____ Item # _____	1		
32	Mat w/logo, 100% nitrile rubber backing 3' x 4' Manufacturer _____ Item # _____	4		
33	Mat w/logo, 100% nitrile rubber backing 3' x 5 ' Manufacturer _____ Item # _____	1		
34	Mat w/logo, 100% nitrile rubber backing 4' X 6' Manufacturer _____ Item # _____	9		
35	Mat w/logo, 100% nitrile rubber backing 3' X 10' Manufacturer _____ Item # _____	1		
36	Shop Towel 100% Cotton 18" x 18", (lint and oil free) Color _____ Manufacturer _____ Item # _____	50		
37	Shop Towel 100% Cotton 18" X 18" Color _____ Manufacturer _____ Item # _____	830		
38	Shop Towel 100% Cotton 18" X 18" (print shop) Color available _____ Manufacturer _____ Item # _____	40		

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS  
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<b>CATEGORY 3 (Supplies continued)</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT COST</b>	<b>WEEKLY COST</b>
39	Bar Towel 100% cotton heavy weight, white 17 X 20 Manufacturer _____ Item # _____	60		
40	Fender Cover – 50% Polyester/ 50% 36 X 54 cut-size Manufacturer _____ Item # _____	28		
41	Wet mop, Antibacterial 100% cotton premium, loop end, 9" head band Manufacturer _____ Item # _____	12		
42	Mop Head 16 oz Manufacturer _____ Item # _____	12		
43	<b>TOTAL PRICE FOR ITEMS 27 - 42</b>			
44	<b>GRAND TOTAL FOR ITEMS 5, 10, 26 AND 43</b>			

- 45 Discount from Catalog List Price for Balance of Product Line not itemized  
in this Invitation to Bid \_\_\_\_\_ %
- 46 Are sample Tracking Forms included in Bid Packet  
(Delivery Ticket, Repair Ticket, and Service Order Request) \_\_\_\_\_ Yes \_\_\_\_\_ No
- 47 Are fabric and color swatches included \_\_\_\_\_ Yes \_\_\_\_\_ No
- 48 Is Amortization Schedule included in bid packet \_\_\_\_\_ Yes \_\_\_\_\_ No
- 49 Is there a charge for changing out pants to shorts \_\_\_\_\_ Yes \_\_\_\_\_ No
- 50 Price for changing out pants to shorts (if any) \$ \_\_\_\_\_
- 51 Is there a charge for changing out short sleeve shirts to long sleeve shirts \_\_\_\_\_ Yes \_\_\_\_\_ No
- 52 Price for changing out short sleeve shirts to long sleeve shirts (if any) \$ \_\_\_\_\_

**RENTAL/LEASE AND PURCHASE OF WORK SUPPLIES AND UNIFORMS**  
**SDOC-08-B-076-LC**

52 Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

53 Area Representative:      Name \_\_\_\_\_  
   Phone \_\_\_\_\_  
   Cell \_\_\_\_\_  
   Fax \_\_\_\_\_  
   Email \_\_\_\_\_

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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	_____ BIDDER NAME
_____ TELEPHONE NUMBER	_____ FACSIMILE NUMBER
_____ EMAIL ADDRESS	_____ DATE