

# **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)

## **November 9, 2004 CALL FOR BID BID #SDOC-05-041 CJ**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **Batteries** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on December 2, 2004**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope.

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

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

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

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

### **APPLICABLE LAW**

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

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

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INVITATION TO BID

BID #SDOC-05-041 CJ

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

NAME OF BID:           **BATTERIES**          

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

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

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

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

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

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

**REQUIRED BID SUBMITTAL CHECKLIST:**

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

- ✓ Drug Free Workplace Certification
- ✓ Insurance Documentation as specified in Bid
- ✓ Warranty/Guaranty Information Attached
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

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

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

DRUG FREE WORKPLACE  
CERTIFICATION FORM  
BATTERIES  
#SDOC 05-041 CJ

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

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

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

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

ne(pr237p)

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**1. SCOPE**

1.01 THIS SPECIFICATION establishes the minimum requirements for **BATTERIES**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

1.02 THE INTENT of this bid is to establish a contract for a base period of THREE (3) years from the date of award of the bid during which time, the successful bidder shall guarantee firm prices or as otherwise addressed herein for the item(s) awarded to him as specified in this bid. Also, both parties may extend this contract at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable. However, the contract may be terminated upon thirty (30) days written of cancellation by the School District of Osceola County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified. The purchase of this service and listed options will be contingent upon available funding at the school level.

1.03 **PRICE ADJUSTMENT**

If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor/contractor's source of supply, the School District reserves to accept an increase, negotiable through the purchasing agent, after the first year of fixed pricing.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER AND THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

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

2.02 **RECEIPT OF BID PACKAGE**

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

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

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- 2.05 **INQUIRIES**  
Please direct all inquiries concerning this bid, in writing, to: Cheryl Jessee, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616.
- 2.06 **TAXES**  
The School District of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
- 2.07 **AVAILABILITY OF FUNDS**  
The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
- 2.08 **ACCEPTANCE / REJECTION**  
The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.
- 2.09 **CANCELLATION CLAUSE**  
The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date.
- 2.10 **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.
- 2.11 **POSTING OF BID TABULATIONS**  
Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and 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.
- 2.12 **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.
- 2.13 **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.**

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2.14 **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.

2.15 **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.

2.16 **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.

2.17 **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.

2.18 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.19 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.20 **DEFINITIONS**

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

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2.21 **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.

2.22 **LITIGATION HISTORY**

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

2.23 **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 **APPLICABLE LAW**

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

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

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

**3. SPECIAL TERMS AND CONDITIONS**

3.01 **LENGTH OF CONTRACT**

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

3.02 **METHOD OF AWARD**

BID PRICES will be accepted and considered by the following method: 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.

3.03 **LOWEST AND BEST BID**

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

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

3.04 **CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one-year periods, upon mutual agreement, in writing.

3.05 **ASSIGNMENT**

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



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**3.06 PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

**3.07 RIGHT TO TERMINATE**

In the event the successful bidder violates any of the provisions of the contract, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

**3.08 DELIVERY TERMS**

**A. DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: the point of delivery may vary, the actual District location will be indicated on the purchase order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of tailgating that material delivered. 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**

Orders shall be placed as needed and delivery shall be completed within **48 hours** from the receipt of 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 6:00 p.m. except on Sundays or holidays when all school buildings and the Warehouse are closed.

**3.09 MINIMUM ORDERS**

If a vendor wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount. Failure to specify will be considered no minimum dollar amount.

**3.10 QUANTITIES**

The estimated quantities that could be purchased during the first twelve (12) months are shown on the bid price sheet. Please note that this is an estimate only and in no way obligates the School Board to purchase these amounts. This estimate is intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

**3.11 QUANTITY CHANGES**

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

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- 3.12 **METHOD OF ORDERING**  
Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.
- 3.13 **ORDERS**  
The School District will issue purchase orders directly to the successful bidder(s) for the purchase of batteries. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid.
- 3.14 **EXEMPT FROM THIS BID**  
Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- 3.15 **INVOICING**  
The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices that do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.
- 3.16 **PAYMENT DISCOUNTS**  
A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.
- 3.17 **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 District reserves the right to contact any and all customers, past 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.
- 3.18 **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.

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3.19 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.20 **WARRANTY**

The manufacturer's standard warranty shall apply from the date of the installation by the School Board.

3.21 **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.

3.22 **PROPERTY DAMAGE INSURANCE**

In an amount not less than Five Thousand Dollars (\$5,000.00) for damages on account of any one accident and in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for damages on account of all accidents. Automobile property damage shall be not less than Five Thousand Dollars (\$5,000.00). The limits specified herein are minimum limits.

3.23 **INSURANCE CANCELLATION**

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

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or Surety Company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

3.24 **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.

3.25 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's attorney and the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.26 **OSHA**

The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.

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**3.27 BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." The BIDDER, as the PRINCIPAL, shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- 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 OWNER shall retain such amount and sum.
- 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.

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**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.

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

Although the School District 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 upon. 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. 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.

**4.02 SHELF LIFE**

All batteries will have a designated shelf life of ninety (90) days. After the shelf life has lapsed, stock will be exchanged at no additional cost to the School District. Shelf life will be monitored by the vendor via the use of a stamped or stick-on label with the initial stocking date code clearly listed.

**4.03 STOCK ROTATION**

Stock will be rotated upon each delivery so as to insure that no battery exceeds its designated shelf life.

**4.04 BATTERY CHECKS**

All batteries supplied during this contract are to be checked by the vendor for the state of charge every forty-five (45) days. It will be the vendor's responsibility to replace any and all batteries, which fall below specifications at no additional cost to the School District. Documentation must be provided to the Supervisor of Transportation showing the date of battery checks and subsequent results.

The awarded vendor will be responsible for delivering replacement batteries for any batteries currently under warranty, which have failed. The vendor will be notified of the situation by the School District Parts Clerk and be given fourteen (14) days in which to supply replacement batteries.

It will be the awarded vendor's responsibility to coordinate the pick-up of core batteries with the delivery of new batteries.

For security purposes, the School District may elect to brand each battery at no loss of value to the item.

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4.05 **WARRANTIES/GUARANTEE REQUIREMENTS**

All warranties will begin on the date of installation as indicated by the punched label affixed to each battery. All batteries are to have a minimum of a two (2) year limited warranty. All batteries are to be replaced with a new battery of same brand and model numbers without any additional cost should failure occur during the first twelve (12) months of service.

During the second year of service, adjustments will be pro-rated by using the bid purchase price divided by twelve (12) months. Only the portion of this second year pro-ration will be charged to the School District for replacement.

Any and all warranty adjustments will be clearly indicated on the very next invoice submitted to the District.

4.06 **SERVICE**

Service will be provided on a weekly basis. A clearly marked service truck should be stocked with sufficient inventory to handle all adjustments and stock replacement. The replacement stock will be done on an as needed basis with the stocking inventory level preset by the School District Transportation Parts Clerk. Inventory levels may vary at each garage site. An invoice must accompany each delivery, complete with itemized price as well as extended price.

4.07 **SUBSTITUTES**

Unapproved substitutes will not be allowed. If items are not available, the Supervisor of Transportation must be contacted prior to shipment to determine if a substitute is acceptable.

4.08 **BALANCE OF PRODUCT LINE PRICING**

Balance of Product Line – **Must be submitted with bid, acceptable submittals are catalogs, computer printouts, printed price sheets etc.** Awarded Vendor(s) is requested to offer a “balance-of-line” pricing on all other supplies and services which are offered in addition to the items bid on your response. Pricing applies to all updates on pricing of the duration of the contract. Furthermore, the balance-of-line pricing does not apply to any of the contractor’s specials, marketing promotions, or sales that are available to each contract eligible user. It is the intent of this contract that by greatly expanding the “balance-of-line”, all eligible contract users will have a much greater variety of items and services from which to choose. Further, vendors may update the balance-of-line offerings as new items and/or services become available for which the stated pricing will apply. Balance-of-line offerings apply only to vendors winning an award. The Purchasing Department reserves the right to accept or reject any individual item(s) or all items offered as balance-of-line. Balance of Product Line shall be discount off list price or actual printed price sheet. Balance of product line submittals may be updated; however the stated discount shall remain the same for the duration of the contract.

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

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

2. **BONDING:**  
Surety Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_  
Value of Work Presently Bonded: \$ \_\_\_\_\_

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

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

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

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

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Total number of permanent staff employed includes the following:

Management:	_____	Superintendents:	_____
Engineers/Arch.:	_____	Foremen:	_____
Draftsman:	_____	Skilled Craftsmen:	_____
Project Managers:	_____	Unskilled Labor:	_____
Project Engineers:	_____	Sales:	_____
Estimators:	_____	Other:	_____

In-house Engineering or Fabrication Capability:

Fabrication Floor Area: \_\_\_\_\_ sq.ft.  
Approximate Value of Equipment owned by Firm: \$ \_\_\_\_\_

(Attach list of Major Equipment)

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

PROJECT #1:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #4:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_



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

PROJECT #1:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

6. **BANK REFERENCES, CREDIT REFERENCES:**

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Currently Rated with Dun & Bradstreet?  YES  NO

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

Has Firm: Failed to complete a contract?  YES  NO

Been involved in bankruptcy or reorganization?  YES  NO

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

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

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

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**PRICE SHEET**

Batteries must be "Wet" (Ready to use). The District will not pay core charges, exchange batteries will be returned to the vendor. All prices shall include any disposal fees. Listed below are the **minimum requirements** for each battery type listed. All batteries must have: First Year free warranty (total replacement at no additional charge) and Second Year warranty cost per month used on each battery (pro-rated replacement).

Item #

1. Battery Group: 4D, Cold Cranking Amps: 1,000, Reserve Capacity Minutes: 300 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Cold Crank Amps: \_\_\_\_\_
  - c. Reserve Capacity Minutes: \_\_\_\_\_
  - d. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(4)
  
  - e. Equals Total Cost \$ \_\_\_\_\_
  
2. Battery Group: 8D, Cold Cranking Amps: 1,300, Reserve Capacity Minutes: 440 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Cold Crank Amps: \_\_\_\_\_
  - c. Reserve Capacity Minutes: \_\_\_\_\_
  - d. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(11)
  
  - e. Equals Total Cost \$ \_\_\_\_\_
  
3. Battery Group: 24, Cold Cranking Amps: 850, Reserve Capacity Minutes: 90 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Cold Crank Amps: \_\_\_\_\_
  - c. Reserve Capacity Minutes: \_\_\_\_\_
  - d. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(1)
  
  - e. Equals Total Cost \$ \_\_\_\_\_
  
4. Battery Group: DC 27M, Cold Cranking Amps: 630, Reserve Capacity Minutes: 160 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Cold Crank Amps: \_\_\_\_\_
  - c. Reserve Capacity Minutes: \_\_\_\_\_
  - d. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(3)
  
  - e. Equals Total Cost \$ \_\_\_\_\_

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5. Battery Group: 31 S (Stud Post), Cold Cranking Amps: 850, Reserve Capacity Minutes: 180 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Cold Crank Amps: \_\_\_\_\_
  - c. Reserve Capacity Minutes: \_\_\_\_\_
  - d. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(140)
  - e. Equals Total Cost \$ \_\_\_\_\_
  
6. Battery Group: J 185, Reserve Capacity Minutes: 415 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Reserve Capacity Minutes: \_\_\_\_\_
  - c. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(2)
  - d. Equals Total Cost \$ \_\_\_\_\_
  
7. Battery Group: J 305 H, Reserve Capacity Minutes: 745 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Reserve Capacity Minutes: \_\_\_\_\_
  - c. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(6)
  - d. Equals Total Cost \$ \_\_\_\_\_
  
8. Battery Group: T 105, Reserve Capacity Minutes: 447 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Reserve Capacity Minutes: \_\_\_\_\_
  - c. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(2)
  - d. Equals Total Cost \$ \_\_\_\_\_
  
9. Battery Group: T 605, Reserve Capacity Minutes: 383 and Warranty: 5 Years.
  - a. Vendors Mfg. & Model # \_\_\_\_\_
  - b. Reserve Capacity Minutes: \_\_\_\_\_
  - c. Unit Price \$ \_\_\_\_\_ x Estimated Qty.(8)
  - d. Equals Total Cost \$ \_\_\_\_\_
  
10. **Total Estimated Yearly Cost**    \$ \_\_\_\_\_  
**(Add 1e+2e+3e+4e+5e+6d+7d+8d+9d=10)**

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11. Balance of Product Line:  
a. \_\_\_\_\_% off list price, list price attached to bid response?  
\_\_\_\_\_Yes or \_\_\_\_\_No

**OR**

- b. Printed Price Sheet with District pricing attached to bid response? \_\_\_\_\_Yes or \_\_\_\_\_No

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I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the Vendor.

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
DATE

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

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