

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

June 26, 2005 CALL FOR BID BID #SDOC-05-112-CJ

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **HEAVY & LIGHT DUTY EQUIPMENT RENTAL** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on June 21, 2005**. 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.

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817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

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INVITATION TO BID

BID #SDOC-05-112 -CJ

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

NAME OF BID: HEAVY & LIGHT DUTY EQUIPMENT RENTAL

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
- ✓ Signed contract prepared by the Purchasing Department
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

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

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

**DRUG FREE WORKPLACE
CERTIFICATION FORM
FOR HEAVY & LIGHT DUTY EQUIPMENT RENTAL**

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)

SDOC 05-112 CJ
HEAVY & LIGHT DUTY EQUIPMENT RENTAL

1. SCOPE

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **HEAVY & LIGHT DUTY EQUIPMENT RENTAL**, 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 ONE (1) year 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. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written of cancellation by the School District of Osceola County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified. The purchase of this service and listed options will be contingent upon available funding at the school level.

2. STANDARD TERMS AND CONDITIONS

2.01 **RETURNING OF BID PACKAGE**

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

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

2.02 **RECEIPT OF BID PACKAGE**

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

2.03 **BIDDERS RESPONSIBILITY**

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

2.04 **MODIFICATION OF BID**

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

2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing, to: Cheryl Jessee, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616.

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HEAVY & LIGHT DUTY EQUIPMENT RENTAL

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 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, upon receipt of Notice To Proceed of this bid, he will execute the formal Contract and will deliver all bonds and proof of insurance coverage as required by the Specifications. The order of contractual precedence will be the purchase order, bid document and response. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by vendor must be enclosed at time of bid response submittal.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date.

2.11 **UNIFORM COMMERCIAL CODE**

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

2.12 **POSTING OF BID TABULATIONS**

Bid tabulations with recommended 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.

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HEAVY & LIGHT DUTY EQUIPMENT RENTAL

- 2.13 **LEGAL REQUIREMENTS**
Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 2.14 **CHECK UNIT PRICES**
PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.
- 2.15 **NON-COLLUSION**
Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.
- If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.
- Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.
- 2.16 **CONFLICT OF INTEREST**
The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.
- 2.17 **EEO STATEMENT**
The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.
- 2.18 **BANKRUPTCY / INSOLVENCY**
At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

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2.19 **FACILITIES**

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

2.20 **OTHER GOVERNMENTAL AGENCIES**

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

2.21 **DEFINITIONS**

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

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

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

B. **INTERPRETATION OF BIDDING DOCUMENTS**

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

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

2.23 **LITIGATION HISTORY**

Bidder shall identify all litigation to which bidder, a predecessor vendor, or a related vendor or entity has been a party, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the 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.

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2.24 **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)
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Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

2.25 **APPLICABLE LAW**

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

2.26 **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 one (1) year, 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.

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3.02 **METHOD OF AWARD**

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

This bid shall be awarded to a Primary and Alternate vendor(s). The primary vendor shall always be contacted first for all orders covered under this bid. If, at any time during the contract, the Primary vendor cannot fulfill any given order, an authorized Primary vendor representative MUST immediately confirm this (verbally is acceptable) to the requesting school board representative. Each order shall be filled by the Primary vendor unless the school board is notified otherwise. If any given order cannot be filled within the time constraints by the Primary vendor as stated herein, ONLY then shall the Alternate vendor(s) be contacted to fill the order. Regardless of which vendor fills the order, the respective prices, as bid, shall apply throughout the term of the contract.

3.03 **LOWEST AND BEST BID**

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

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

3.04 **CONTRACT RENEWAL**

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

3.05 **ASSIGNMENT**

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

3.06 **PURCHASING AGENT AS REFEREE**

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

3.07 **RIGHT TO TERMINATE**

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

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3.08 **DELIVERY TERMS**

A. **DELIVERY POINT**

Items shall be ordered as needed sometimes the equipment may be picked up by the School District and sometimes delivery may be required. When delivery is required the delivery fees as bid on the bid price sheet will appear on each purchase order. Delivery Point will be listed on the purchase orders. The term "DELIVERY POINT" includes the performance of the supplier, or his agent. 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 five (5) working days from the receipt of Purchase Order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

D. **DELIVERY CHARGES**

Delivery charges where applicable are addressed on the bid price sheet.

E. **HOURS OF DELIVERY**

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

3.09 **F.O.B. POINT**

The F.O.B. point shall be Destination. Exact delivery point will be indicated on the purchase order.

3.10 **MINIMUM ORDERS**

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

3.11 **QUANTITIES**

The estimated dollar that could be spent during the first twelve (12) months of this contract period is \$90,000.00. Please note that this is an estimate only and in no way obligates the School Board to purchase this amount. This estimate is intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.12 **EQUIPMENT TESTING**

The successful bidder shall deliver, set in place, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School Board) any and all equipment delivered for rental. It shall be accepted by the authorized representative of the School Board upon completion of the successful testing of the item.

3.13 **DAMAGED ITEMS**

In the event an item is received and it is later determined there is concealed damage that will not allow the equipment to perform the job or is a safety concern, the equipment shall be replaced by the vendor at no cost to the School Board within two (2) hours.

3.14 **METHOD OF ORDERING**

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

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3.15 **ORDERS**

Schools, departments and centers of the School District of Osceola County will issue orders directly to the successful bidder(s) for the **HEAVY & LIGHT DUTY EQUIPMENT RENTAL**. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each order will be faxed or mailed to the chosen vendor. The order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be noted in writing and returned to the school or department within (24) Twenty Four hours for acceptance of these changes.

The rental time shall start only after the acceptance of the equipment by an authorized representative of the School Board. The rental shall end when the owner of said equipment is notified that the equipment is ready for pick-up.

Should an item become inoperable, the successful vendor shall replace/repair the items within two (2) hours, if replacing item, replacement unit shall be at least equivalent to the original. Rental fees may be interrupted during 'down-time'.

Any and all bidders shall be ready to demonstrate their equipment herein listed.

3.16 **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.

3.17 **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.

3.18 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.19 **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.

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3.20 **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 submit, with his bid package, the following information:

- a) Experience records showing his background and experience in similar work, including a list and brief description of similar work satisfactorily completed, with location, date of contracts, together with names and addresses of owners. {The School Board reserves the right to contact any and all customers past or present to verify previous experience and satisfactory completion of contracts.}
- b) Satisfactory evidence of organization, financial resources, equipment, and machinery available and ready for use in the performance of this Contract.
- c) 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.

3.21 **VENDOR SERVICE REPRESENTATIVE**

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

3.22 **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. **If the primary vendor is unable to deliver the equipment in the a timely manner as agreed upon, the School Board shall have the right to cancel the order and award the rental of equipment to the alternate vendor(s).**

3.23 **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 be 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.

3.24 **COMPLIANCE WITH BID SPECIFICATIONS**

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

3.25 **PROPERTY DAMAGE INSURANCE**

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

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3.26 **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.

3.27 **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.

3.28 **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.

3.29 **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage of whatsoever kind and nature to all School Board property which in his custody for service under this agreement resulting in part from the negligent act or omission of the vendor, and subcontractor, or employee, agent or representative of the Vendor.

3.30 **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.

3.31 **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 1% (one percent) of the total estimated value of the contract, not less than \$500.00 nor more than \$5,000.00, whichever is less.

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- 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. 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/rental. 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 of Osceola County and such determination shall be final and binding upon all bidders.

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

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid 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 does 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 EQUIPMENT SPECIFICATIONS

The intent of District in using model numbers is to give a benchmark as to what type or size of equipment the District is requesting. Some of these models may have been changed or updated during this bid process. All equipment rented must be of current design and be in good operating condition. The **minimum** requirements for the equipment listed on price sheet are:

Item #1 Bobcat Excavator #325 or equivalent

Approximate Operating Weight: 6,145 lbs
Approximate Digging Depth: 8' 4"
Engine Horse Power: 27.5 H.P.

Item #2 4-Wheel Drive Back Hoe John Deer #310G or equivalent

Engine Horse Power: 73 H.P.
Approximate Digging Depth: 14' 3"
Bucket Capacity: 1 cubic yard

Item #3 4-Wheel Drive All-Terrain Forklift Case #506 or equivalent

Basic Capacity: 6,000 lbs
Maximum Fork Height: 168"
48" Forks
Automatic Transmission

Item #4 Box Dump Truck

Min. 6 Yard Box

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- 4.03 If bidding alternate manufacturer & model numbers, other than what is listed in paragraph 4.02 (page 15), bidders **shall enclose literature giving complete specifications (including the make, model, horse power and operating weight) and a picture of the model being bid.**
- 4.04 During the rental period if equipment breaks down due to normal wear and tear it shall be the vendor's responsibility to repair the equipment without cost to the District. In the event of a breakdown, the successful bidder shall replace or repair the defective unit within two (2) hours after notification.
- 4.05 If any of the equipment would need to be topped-off with fuel by the supplier after being returned by the District, indicate on the price sheet what the cost per gallon would be to the School District. The fuel cost on price sheet (page 18) shall be firm for the first one (1) year period, and negotiated at the yearly renewals.
- 4.06 The successful vendor shall be solely responsible for all scheduled maintenance and upkeep of the rental/lease equipment herein specified. The School Board will be responsible for checking and maintaining fluid levels (crankcase, transmission, cooling system, battery and hydraulic systems) and tire pressure.
- Should a tire(s) be damaged during the period of the rental by the School Board, the School Board shall be responsible for the tire(s).
- 4.07 The intent of this bid is to established firm pricing for the items most frequently used by the District. The District may need to rent or purchase other equipment not listed on the bid price sheet. For those needs indicate on the bid price sheet the percentage discount off list price that would apply to the District. Vendor must have a printed retail price list accessible to the District at all times. Vendors will be responsible to give the proper discounts.
- 4.08 Due to the fact that there is not one specific way that each vendor charges environmental fees we have included on the price sheet item #6 which is a line that each vendor is required to explain how their environmental fees are calculated and charged to the District. This may be used to determine the lowest and best bidder. For example: The environmental fee is a one time charge of \$___ no matter how long the equipment is rented, or the environmental fee is based on ___% of the total cost of the rental or the environmental fee is based on the type of equipment rented and charged monthly.

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PRICE SHEET

5.0

In order for the District to determine the lowest and best bidder, the District has included the estimated yearly usage of each item rented. These are estimates only and in no way obligate the District. The actual quantities may be more or less. The vendor is requested to include: the Districts rental rates times the estimated yearly usage plus the pick-up/delivery cost plus the environmental fee which equals the total rental cost (C X D + E + F = G).

(A) ITEM NO.	(B) DESCRIPTION	(C) RENTAL RATE		(D) EST. YEARLY USAGE		(E) PICK-UP/ DELIVERY		(F) ENVIROM ENTAL FEE		(G) TOTAL RENTAL COST
1	BOBCAT EXCAVATOR	a. \$ _____ / day	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a daily rental)
		b. \$ _____ /week	x	7	+	\$ _____	+	\$ _____	=	\$ _____ (total for a weekly rental)
		c. \$ _____ /month	x	12	+	\$ _____	+	\$ _____	=	\$ _____ (total for a monthly rental)
2	4 WHEEL DRIVE BACK HOE	a. \$ _____ / day	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a daily rental)
		b. \$ _____ /week	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a weekly rental)
		c. \$ _____ /month	x	20	+	\$ _____	+	\$ _____	=	\$ _____ (total for a monthly rental)
3	4 WHEEL DRIVE ALL TERRAIN FORKLIFT	a. \$ _____ / day	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a daily rental)
		b. \$ _____ /week	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a weekly rental)
		c. \$ _____ /month	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a monthly rental)
4	BOX DUMP TRUCK MIN. 6 YARD	a. \$ _____ / day	x	1	+	\$ _____	+	\$ _____	=	\$ _____ (total for a daily rental)
		b. \$ _____ /week	x	2	+	\$ _____	+	\$ _____	=	\$ _____ (total for a weekly rental)
		c. \$ _____ /month	x	10	+	\$ _____	+	\$ _____	=	\$ _____ (total for a monthly rental)
5	ESTIMATED YEARLY GRAND TOTAL									\$ _____

6. Explain how your environmental fees are calculated and charged to the

District: _____

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7. Price per gallon for fuel? Gasoline \$ _____ /gallon
Diesel \$ _____ /gallon
8. The School Board may, from time to time, require the rental of equipment that is not covered on the Bid Price Sheet. Please indicate the discount % you will offer the School Board from your Printed Retail Price List: _____ %
9. Best possible delivery after receipt of purchase order? _____ /days
10. Best possible delivery for emergency situations? _____ /days
11. Store Locations: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Typed)

TITLE

SIGNATURE

VENDOR NAME

TELEPHONE NUMBER

FACSIMILE NUMBER

EMAIL ADDRESS

DATE