

# **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)

## **April 11, 2006 CALL FOR BID BID #SDOC 06-081 KB**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **KITCHEN HOOD CLEANING** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **11:00 AM on May 3, 2006**. 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 6A-1.012 (5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

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

### **DISCRIMINATION CLAUSE FOR CONTRACTUAL DOCUMENTS**

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

**DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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INVITATION TO BID  
BID #SDOC 06-081 KB

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

NAME OF BID: KITCHEN HOOD CLEANING

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

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  
BID #SDOC 06-081 KB

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

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

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

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

ne (pr237p)

# **KITCHEN HOOD CLEANING**

## **BID # SDOC 06-081 KB**

### **1. SCOPE**

- 1.1 THIS SPECIFICATION establishes the minimum requirements for KITCHEN HOOD CLEANING, listed and described in the body of these specifications to be used, as noted, by the School District of Osceola County.
- 1.2 THE INTENT of this bid is to establish a contract for a period of one (1) year from the date of award of the bid during which time, the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid.
- 1.3 The work must be completed within 45 days after receipt of the Purchase Order. Separate purchase orders will be issued to awarded vendor, one (1) will come from Campus Grille for all schools and one (1) from Technical Education Center of Osceola (TECO) for their Culinary Arts Department.

### **2. TECHNICAL SPECIFICATIONS**

- 2.1 Exhaust Systems shall be cleaned by the successful bidder of all dirt and grease as directed by the School Board's representative.
- 2.2 The successful bidder shall provide all necessary equipment (i.e., pressure washer), tools (i.e., ladders, brooms, scrapers, etc.) & chemicals (i.e., degreasers, bleach, etc.) to provide service herein specified.
- 2.3 Prior to any work, the successful bidder shall see that all electrical switches, detection devices and system components are locked, pinned, and or protectively covered and/or sealed.

### **3. CLEANING PROCEDURES**

- 3.1 Protective covers (tarps/plastic sheets) shall be used to cover the stoves/ovens/food service equipment located below and around the hood area. These covers shall keep these items from being contaminated during this cleaning operation.
- 3.2 All filters in the hood system shall be removed from the hood and placed outside for cleaning.
- 3.3 All filters shall be properly cleaned to remove all built-up grease and dirt.
- 3.4 All filters shall be properly dried and replaced into the hood systems at the end of the cleaning cycle.
- 3.5 Hood Fan Motor Cover (bonnet), located on the roof, shall be properly cleaned to remove all grease and dirt. Successful bidder shall see that bonnet is properly fastened to stack.
- 3.6 The stack shall be scraped, if necessary, to remove any heavy build-up of grease.
- 3.7 Using any necessary chemicals (degreasers) and steam/hot water pressure, all stacks shall be properly cleaned.
- 3.8 The hood cover, inside the kitchen, shall be scraped down, if necessary, to remove any and all heavy built-up grease.
- 3.9 Using any necessary chemicals (degreasers) and steam/hot water pressure, the hood cover shall be properly cleaned.
- 3.10 The hood cover shall be dried by hand.

- 3.11 The hood cover shall be cleaned with a stainless steel cleaner & polish inside & out, from the bottom of the hood to the ceiling.
- 3.12 After covers (tarps/plastic sheets) are removed, kitchen area is to be wiped down to assure a clean and dry area: i.e., walls, floors, equipment, etc.
- 3.13 Successful Bidder shall take care to see that cleaning chemicals are not applied to fusible links or other devices of the automatic extinguishing system. These parts shall be wiped clean with dry rags or other suitable materials.

4. **SAFETY MEASURES**

- 4.1 All electrical equipment switches shall be deactivated where necessary before commencing work. Such power supply points shall be located by the successful bidder.
  - a) Suitable ladder shall be used to gain access to roofs.
  - b) Suitable equipment shall be provided by the successful bidder for access to exhaust hood, duct work and the Hood Fan Motor Covers.
  - c) Adequate lighting to the interior area shall be provided by the successful bidder with suitable drop extension cords with suitable ground fault switches.

**SPECIAL TERMS AND CONDITIONS**

5. **LENGTH OF CONTRACT**

- 5.1 Prices shall remain firm for a period of one (1) year from date of award of the bid. This bid may be extended 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) day written notice of cancellation by either party.

6. **LOWEST AND BEST BID**

- 6.1 SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean the lowest "ALL OR NONE" Total Net Bid Price for all required 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.
- 6.2 SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, (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.

7. **CONTRACT RENEWAL**

- 7.1 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.

8. **QUANTITY**

- 8.1 The list of schools along with their addresses is provided on the Bid Price Sheet. This work is to be done on an as needed basis, which includes all schools being cleaned during Summer Break. Campus Grille will set the actual dates and times for the work to be completed.

9. **ADDITIONAL QUANTITIES:**

- 9.1 THE SCHOOL DISTRICT OF OSCEOLA COUNTY reserves the right to add any additional cleaning deemed necessary at this bid price for a period of one (1) year from the date of the award of the bid, provided the successful bidder is in agreement at time of order.

10. **QUANTITY CHANGES**

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

11. **BIDDER QUALIFICATIONS**

- 11.1 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 this bid the enclosed questionnaire.

**JESSICA LUNSFORD ACT**

12. **LEVEL 2 BACKGROUND SCREENING**

- 12.1 In pursuant to Florida Statute 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.
- 12.2 The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprints.

13. **FAMILIARITY WITH LAWS**

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

14. **FELONY OFFENCES**

- 14.1 The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

15. **VENDOR EMPLOYEE REQUIREMENTS**

- 15.1 All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Contractor's employees.
- 15.2 The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work. The Contractor shall staff the buildings with trained and experienced cleaning personnel who will exhibit the capability to operate with a minimum of supervision.
- 15.3 It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- 15.4 All our schools are smoke free. Smoking on school grounds is prohibited.
- 15.5 The Contractor shall see that every employee on the his work force is provided an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. The Contractor shall see that all employees wear their badges on the outside of their uniform at all times when in SCHOOL BOARD buildings or premises.

15.6 If keys are provided and lost, the Contractor will be responsible for the cost of replacement keys and the cost of the rekeying.

15.7 **CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:**

The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Contractor presently holds. The Contractor(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

15.8 Any Contractor's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) work days. Contractors (Employers) are required to report such convictions to the school board within ten (10) work days of receiving this information.

15.9 The Contractor shall strictly prohibit interaction between their employees and the student.

15.10 Friends, visitors or family members of the Contractor's employees are not permitted in the work area.

16. **INSURANCE**

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

Minimum requirements the vendor must meet are as follows:

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

17. **PROPERTY DAMAGE INSURANCE**

17.1 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.

18. **CONTRACTOR'S PROTECTIVE LIABILITY**

18.1 The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

19. **PROOF OF INSURANCE**

19.1 Certificates of Insurance, as outlined herein, shall be furnished to the School Board within ten (10) working days of the notification of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the School Board and shall name the School Board as an Additional Insured where herein specified. These Certificates shall be sent to: Purchasing Department, 817 Bill Beck Boulevard, Florida 34744-4492.

20. **DURATION OF INSURANCE POLICIES**

20.1 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) day prior written notice to the parties insured.

21. **PARTIAL PAYMENT**

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

22. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

22.1 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.

23. **DEBRIS**

23.1 Vendor shall be responsible for the prompt removal of all debris from the school area which is a result of this service or delivery.

24. **UNSATISFACTORY WORK**

24.1 Unsatisfactory work shall be corrected by the vendor within 24 HOURS of notification by the School Board.

25. **TIME FOR COMPLETION**

25.1 Bidder agrees to submit to the Campus Grille Department a schedule of the cleaning of the hoods of the schools herein listed and also agrees to complete all work within two (2) working days of each location per the schedule submitted.

26. **RIGHT TO TERMINATE**

26.1 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) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

27. **NON-PERFORMANCE**

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

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

28. **CHECK UNIT PRICES**

28.1 Please be sure to check all prices

29. **INVOICING**

29.1 The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to: School District of Osceola County, Accounts Payable, 817 Bill Beck Blvd., Bldg. 1000, Kissimmee, Florida 34744-4490. A separate invoice for individual location {schools} may be submitted for payment. Invoices which do not reference valid 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.



30. **RETURNING OF BID PACKAGE**

30.1 The bid form as received, must be returned "intact" in a sealed envelope, plainly marked on the outside. Non-compliance with this stipulation may result in your bid not being considered.

31. **LEGAL REQUIREMENTS**

31.1 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.

32. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

32.1 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 the assigned Purchasing Agent. 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.

33. **INTERPRETATION OF BIDDING DOCUMENTS**

33.0 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) days prior to bid opening, addressed to Kathy Brown, Senior Buyer at 407-870-4616 or [brownk@osceola.k12.fl.us](mailto:brownk@osceola.k12.fl.us). 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 Agent, 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.

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

34. **RECEIPT OF BID PACKAGE**

34.1 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, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4492. Bids which for any reason are not so delivered, will not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

35. **ASSIGNMENT**

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

36. **FACILITIES**

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

37. **FEDERAL AND STATE TAX**

37.1 The School District of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the Districts 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

38. **NO BID**

38.1 Where more than one item listed, any items not bid upon shall be indicated "NO BID". If no items are bid, the "NO BID" page should be returned. Failure to do so could be an indication that the bidder does not wish to be considered for future bids.

39. **BID FORMS**

39.1 All bid proposals must be submitted on our standard Invitation to Bid Form. Bid proposals on vendor quotation forms shall not be accepted.

40. **BANKRUPTCY/INSOLVENCY**

40.1 At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the district may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

41. **BARRICADES**

41.1 The contractor shall provide all barricades and take all necessary precautions to protect building and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and contractor shall provide for removal of all debris from the School District property.

42. **NEW FACILITIES**

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

43. **INQUIRIES**

43.1 Please "fax" or "e-mail" all inquiries concerning this bid to: Kathy Brown, Purchasing, at 407-870-4616 or [brownk@osceola.k12.fl.us](mailto:brownk@osceola.k12.fl.us).

44. **BID PROTESTS**

44.1 BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes, and Osceola County School Board Rule 7.70 III.

44.2 ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by a bond payable to the District in an amount equal to 1 percent (1%) of the total estimated contract value, but no less than \$500 or more than \$5,000.

44.3 THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Oblige thereon "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.

44.4 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 an in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

44.5 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.

44.6 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 monies represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.

44.7 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.

To qualify as a successful Bid Protest:

- 44.8 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.
- 44.9 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.

**BID PRICE SHEET**

**KITCHEN HOOD CLEANING  
BID #: SDOC 06-081 KB**

<b>ITEM NO.</b>	<b>SCHOOL INFORMATION</b>	<b>TOTAL PRICE</b>
1.	Bellalago Academy 3651 Pleasant Hill Road Kissimmee, FL 34746 1a. 1- Elementary School	_____
	1b. 1- Middle School (smaller)	_____
2.	Boggy Creek Elementary 810 Florida Parkway Kissimmee, FL 34743	_____
3.	Celebration High School 1809 Celebration Blvd. Celebration, FL 34747	_____
4.	Celebration Learning Center (K-8) 510 Campus Street Celebration, FL 34747	_____
5.	Central Avenue Elementary 500 W. Columbia Avenue Kissimmee, FL 34741	_____
6.	Chestnut Elementary 4300 Chestnut Street Kissimmee, FL 34759	_____
7.	Cypress Elementary 2251 Lakeside Drive Kissimmee, FL 34744	_____
8.	Deerwood Elementary (Poinciana Area) 3701 Marigold Avenue Kissimmee, FL 34758	_____
9.	Denn John Middle 2001 Denn John Lane Kissimmee, FL 34744	_____
10.	Discovery Intermediate School (Poinciana Area) 5350 San Miguel Road Kissimmee, FL 34758	_____

ITEM NO.	SCHOOL INFORMATION	TOTAL PRICE
11.	Four Corners Middle School 9100 Teacher Lane Davenport, FL 33837	_____
12.	Gateway High 93 Panther Paws Trail Kissimmee, FL 34744	_____
13.	Harmony High School 3601 Arthur J. Gallagher Blvd. St. Cloud, FL 347741	_____
14.	Hickory Tree Elementary 2355 Hickory Tree Road St. Cloud, FL 34772	_____
15.	Highlands Avenue Elementary 800 W. Donegan Avenue Kissimmee, FL 34741	_____
16.	Horizon Middle 2020 Ham Brown Road Kissimmee, FL 34758	_____
17.	Kissimmee Elementary 2420 Dyer Blvd. Kissimmee, FL 34741	_____
18.	Kissimmee Middle 2410 Dyer Blvd. Kissimmee, FL 34741	_____
19.	Lakeview Elementary 2900 5th Street St. Cloud, FL 34769	_____
20.	Michigan Avenue Elementary 2015 S. Michigan Avenue St. Cloud, FL 34769	_____
21.	Mill Creek Elementary 1700 Mill Slough Road Kissimmee, FL 34744	_____
22.	Narcoossee Community 2700 N. Narcoossee Road St. Cloud, FL 34771	_____

ITEM NO.	SCHOOL INFORMATION	TOTAL PRICE
23.	Neptune Middle 2727 Neptune Road Kissimmee, FL 34744	_____
24.	Osceola High 420 S. Thacker Avenue Kissimmee, FL 34741	_____
25.	Osceola School For The Arts 3151 N. Orange Blossom Trail Kissimmee, FL 34744	_____
26.	Parkway Middle 857 Florida Parkway Kissimmee, FL 34743	_____
27.	Partin Settlement Elementary 2434 Remington Blvd. Kissimmee, FL 34744	_____
28.	Pleasant Hill Elementary 1253 Pleasant Hill Road Kissimmee, FL 34746	_____
29.	Poinciana Elementary 4201 Rhododendron Avenue Kissimmee, FL 34758	_____
30.	Poinciana High 2300 S. Poinciana Blvd. Kissimmee, FL 34758	_____
31.	Reedy Creek Elementary 5100 Eagles Trail Kissimmee, FL 34758	_____
32.	Ross E. Jeffries Elementary 1200 Vermont Avenue St. Cloud, FL 34769	_____
33.	St. Cloud Elementary 2701 Corporate Campus Way St. Cloud, FL 34769	_____
34.	St. Cloud High 2000 Bulldog Lane St. Cloud, FL 34769	_____

ITEM NO.	SCHOOL INFORMATION	TOTAL PRICE
35.	St. Cloud Middle 1975 S. Michigan Avenue St. Cloud, FL 34769	_____
36.	Sunrise Elementary (Opening August, 2006) 1925 Ham Brown Road Kissimmee, FL 34746	_____
37.	Thacker Avenue Elementary 301 S. Thacker Avenue Kissimmee, FL 34741	_____
38.	Ventura Elementary 275 Waters Edge Drive Kissimmee, FL 34743	_____
39.	Technical Education Center Of Osceola (TECO) 502 Simpson Road Kissimmee, FL 34744	_____
40.	Any additional schools that may open during contract period:	
	A. Elementary	_____
	B. Middle	_____
	C. High	_____
41.	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/Printed)		_____ TITLE
_____ SIGNATURE		_____ VENDOR NAME
_____ DATE	_____ TELEPHONE NUMBER	_____ FACSIMILE NUMBER

42. Representative Contact Information:

_____	_____
NAME (Typed or printed)	PHONE NUMBER
_____	_____
ADDRESS	FAX NUMBER
_____	_____
CITY, STATE, ZIP	E-MAIL ADDRESS

43. 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. **INSURANCE:**

Insurance Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Worker's Compensation Modifier for the past three (3) years: \_\_\_\_\_

3. **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.

4. **EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Years in this area of work: \_\_\_\_\_

Percentage (%) of work performed by own forces: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_



Total number of permanent staff employed includes the following:

Management:	_____	Project Managers:	_____
Foremen:	_____	Skilled Labor:	_____
Unskilled Labor:	_____	Other:	_____

List Four (4) Most Significant Projects Completed in the Last Five (5) Years or that are currently 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:	_____

PROJECT #4:

Contracting Agency: \_\_\_\_\_

Contact Person:	_____	Phone:	_____
Contract Amount:	_____	Date Completed:	_____

5. **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 separated sheet.**

**STATEMENT OF NO BID**  
BID #SDOC 06-081 KB

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

Dear Mrs. Brown,

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

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

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

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

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

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

