

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

January 8, 2007 CALL FOR BID BID #SDOC 07-065 KB

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for the **CATALOG BID FOR OFFICE SUPPLIES AND EQUIPMENT** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **1:00 PM on January 31, 2007**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in 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 07-065 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: CATALOG BID FOR OFFICE SUPPLIES AND EQUIPMENT

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 listed 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
- Catalogs

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 07-065 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)

CATALOG BID FOR OFFICE SUPPLIES AND EQUIPMENT

BID #SDOC 07-065 KB

TERMS AND CONDITIONS

1.0 SCOPE

- 1.1 The purpose of this invitation to bid is to establish the minimum requirements for a catalog percentage discount on the purchases of office supplies and equipment to be used by the School District of Osceola County.

2.0 DISCOUNTS

- 2.1 Bidders are invited to offer a maximum discount off the catalog list price on office supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's current catalog. The School District will not accept a cost plus quote, or be limited to a Federal discount. Booklets and pricers used to adjust catalog pricing will not be acceptable.

3.0 GENERAL SPECIFICATIONS

- 3.1 The enclosed constitute the complete set of specification requirements and bid forms. The bid is to be filled in, signed, and the entire document sealed in an envelope bearing the bid number on the outside and mailed or presented to the Purchasing Department on or before the specified time and date.
- 3.2 The responsibility for getting the bid to the School District of Osceola County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the bidder. The School District of Osceola County will in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram, e-mail, or fax will not be accepted.
- 3.3 The bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids, if requested, will be returned to the vendor unopened.
- 3.4 Bidders will not be allowed to withdraw or modify their bids after the opening time and date. Proposals submitted by the bidder shall remain in effect for a period of sixty (60) days from bid opening to provide ample time for evaluation and acceptance by the District. Bid files may be examined during normal working hours, after bid opening, by appointment.
- 3.5 For information concerning this bid, please fax or e-mail all questions to the attention of Kathy Brown, Senior Buyer, at 407-870-4616 or brownk@osceola.k12.fl.us.

4.0 PRICE/DELIVERY

- 4.1 Discount submitted **must include any and all delivery fees** to any schools or departments within the School District Of Osceola County. No common carrier charges will be honored by the District. Any bids containing modifying or "escalator" clauses will not be considered.
- 4.2 "Acceptance" as herein used means the acceptance by the School District of Osceola County after the Purchasing Agent or their authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

- 4.3 Delivery shall be within three (3) working days from the date of receipt of the purchase order, unless other arrangements are made with the school or department making the purchase. The quantity to be delivered will depend upon the facilities need at the time of request. Deliveries resulting from this bid are to be made during normal working hours of the District. Should the bidder, to whom the order or contract is awarded, fails to deliver on or before the contracted date, the District reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder will be responsible for making any and all claims against carriers for missing or damaged items.

5.0 FEDERAL AND STATE TAX

- 5.1 The School District of Osceola County is exempt from Federal Tax and State Tax. 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.

6.0 ACCEPTANCE/REJECTION

- 6.1 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 waive any irregularities and technicalities and may, at its discretion, request a re-bid.

7.0 SUBSTITUTES

- 7.1 Unapproved substitutes will not be allowed. If items are not available, the school or department listed in the "Ship To" space on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

8.0 DISCOUNT ADJUSTMENTS

- 8.1 Unless a change is deemed to be in the best interest of the District, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet must remain firm throughout the contract period. Bidders are to consider this requirement when offering discounts.

9.0 EXCEPTIONS/EXCLUSIONS

- 9.1 All exceptions/exclusions must be included in the bid response. Failure to do so will be at the vendors expense and may be cause of immediate cancellation of their bid. No changes will be allowed.

10.0 MINIMUM ORDERS

- 10.1 If bidder(s) 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".

11.0 CONTRACTUAL AGREEMENT

- 11.1 This invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by vendor must be enclosed at time of bid response submittal.

12.0 LEGAL REQUIREMENTS

- 12.1 Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 12.2 Vendors doing business with the District are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry religion, national origin, sex, or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

13.0 BIDDERS RESPONSIBILITY

- 13.1 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.

14.0 EEO STATEMENT

- 14.1 Equal opportunity: The School District of Osceola County believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because or race, creed, color, sex, age, or national origin.

15.0 CONFLICT OF INTEREST

- 15.1 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.

16.0 NO BID

- 16.1 Where more than one item is 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.

17.0 BID FORMS

- 17.1 All bid proposals must be submitted on our standard Invitation to Bid Forms. Bid proposals on vendor quotation forms will not be accepted. Bids must be returned in a sealed envelope, plainly marked on the outside with the bid name, number, opening date and time and the vendors name and address. Please use the enclosed label when submitting your bid.

18.0 BID TABULATION

- 18.1 Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid.

19.0 BID AWARD

- 19.1 Award will be made on and "All-Or-None" basis. The School District of Osceola county will either accept or reject all of your offer which ever is in the best interest of the School District of Osceola County. In order to meet the needs of the school system and in the best interest of the School District, awards will be made to a maximum of four (4) vendors that offers the best fixed discount and the overall lowest catalog prices. These bidders shall be in a favorable position to compete for the District's business, and those who offer the lowest net prices for those items, that comply with specifications and otherwise meet requirements, should obtain the largest volume of business.

20.0 POSTING OF BID TABULATIONS

20.1 Bid tabulations with recommended awards will be posted for review by interested parties at the Purchasing Department prior to submission through the appropriate approval process to the School Board for final approval of awards, and will remain posted for a period of 72 hours. Failure to file a protest to the Purchasing agent within the time prescribed in Section "120.57(3)", Florida Statutes shall constitute a waiver of proceedings under the references County and City ordinance.

21.0 MISTAKES

21.1 Bidders must check their bid proposal. Failure to do so will be at the bidder's risk.

22.0 AVAILABILITY OF FUNDS

22.1 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.

23.0 F.O.B. POINT

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

24.0 PAYMENT

24.1 Complete or partial payments in the amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Internal account purchase orders will be delivered and invoiced to the school directly. Invoices should clearly indicate the purchase order number, school or department name and address to which the order was shipped.

25.0 CONCEALED DAMAGE

25.1 In the event an item is received and is later determined that there is concealed damage when the item is unpacked, the item must be replaced by the vendor at a cost to the District, as long as it is within sixty (60) days from delivery.

26.0 BANKRUPTCY/INSOLVENCY

26.1 At the time of submittal of bid, vendor/firm shall not be in the process of 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.

27.0 CATALOG WITH BID

27.1 All bidders "**are required**" to submit all catalogs to be used for the contract period with their bid. Bids received without a catalog will not be accepted.

27.2 After award, successful bidder(s) are to furnish the same catalog(s) to all schools and departments in the District. A list of locations will be supplied to all successful bidder(s). **Catalog dispersal is the responsibility of the vendor, not the Purchasing Department.**

27.3 Bid pricing will be held to the current catalog in use by all schools and departments. Price increases will not be allowed until a new catalog has been approved by the Purchasing Department. It will be the vendor's responsibility to distribute an ample supply of catalogs to each school and department utilizing this bid. **Booklets and pricers used to adjust catalog pricing will not be acceptable.** As new catalogs become available, it is the vendor's responsibility to have the following:

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1. New catalog approved by the Purchasing Department Buyer.
2. Deliver sufficient quantities to all schools and departments with notice explaining new pricing.
3. Establish effective date with Buyer.

27.4 **No guarantee is given or implied as to the total quantity or dollar value of this bid.** The SDOC is not obligated to place an order with any vendor participating in this bid. All schools and departments, however, will be urged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest net prices.

28.0 INFORMATION AND DESCRIPTIVE LITERATURE

28.1 Bidders must furnish all information requested and in the space provided on the bid form, if any. The catalog that is to be used, must be submitted with this bid. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements shall be subject to rejection.

29.0 WARRANTY

29.1 The successful bidder shall fully warranty all equipment furnished hereunder against defect in materials and/or workmanship. The manufacturer's standard warranty shall apply from date of delivery and acceptance by the School Board of Osceola County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the warranty period the successful bidder, immediately upon notice from the purchasing facility, shall repair or replace same at no cost to the District.

30.0 METHOD OF ORDERING

30.1 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.

31.0 ORDER CONFIRMATIONS

31.1 Schools, departments and centers of the District will issue purchase orders directly to the successful bidder(s) for the purchase of office supplies and equipment. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions of this bid. Each purchase order will be mailed to the chosen vendor. This purchase order represents an offer to buy. The purchase order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be either noted in writing and sent to the school or contact directly made (phoned) to the bookkeeper within ten (10) working days for acceptance of these changes. This represents a counter off by the vendor. If there are no changes, it completes a contract to buy. NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.

32.0 EXEMPTIONS

32.1 Purchases shall not include items available at lower prices on other District bid awards or State Of Florida Contracts. The District reserves the right to bid separately any item if deemed to be in the best interest of the District.

33.0 RIGHT TO TERMINATE

33.1 In the event that any of the provisions of the contract are violated by the successful bidder, the School District of Osceola County may serve written notice upon such bidder of its intention to terminate the contract.

34.0 AS SPECIFIED

34.1 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 be returned, at no expense, by the School District of Osceola County to the vendor.

35.0 CONTRACT PERIOD

35.1 This contract may be for three (3) years, which will be from March 2, 2007 thru March 2, 2010, but may be extended for two (2) additional one (1) year periods, for a total of 5 years, at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by either party. The purchase of this service and listed options will be contingent upon available funding at the school level.

36.0 CANCELLATION

36.1 Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the District's department performance standards.

37.0 RE-AWARD

37.1 If for some reason an awarded vendor cannot full fill the bid specifications, a letter of cancellation will be sent and that vendor will be removed from the bid. We will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor or leave the award to only 3 vendors.

38.0 VENDOR SERVICE REPRESENTATIVE

38.1 The bidder must submit with his bid proposal the name, address, phone number and fax number of the person(s) to be contacted for the placement of an order and the coordination of service. Space for this information will be provided on the Price Sheet. This representative must have the authority to resolve billing and delivery problems.

39.0 PACKAGING/SHIPPING LABELS

39.1 Shipping labels shall be attached to each carton. Shipping label shall identify the purchase order number, items being shipped, quantity and the vendor.

40.0 INSURANCE

40.1 The awarded contractor (if making direct deliveries) 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

41.0 INSURANCE CANCELLATION

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

41.2 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 surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

42.0 PURCHASING AGENT AS REFEREE

42.1 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.

43.0 SCHOOL SECURITY

43.1 Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the bidder (awarded vendor) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the School Board:

43.2 Unauthorized Aliens. School Board considers the employment of unauthorized aliens by the awarded vendor, or any of awarded vendor's subcontractors, a violation of the Immigration and Naturalization Act. The awarded vendor shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded vendor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

43.3 Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluder from this definition.

43.4 Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The Board shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.

43.5 Possession/Use/Under The Influence Of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the Board may terminate this Agreement.

- 43.6 Contact With Students. No construction worker, material person, supplier, or anyone involved in any manner with this agreement shall have direct or indirect contact with students at the project site. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice for the School Board. Awarded vendor shall be responsible for insuring compliance by all sub-contractors or other person involved in any manner this project.
- 43.7 Compliance With The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Board who may have personnel who will be on school grounds when students may be present, comply with the level 2 screening requirements of the Statue. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contrast/agreement.

44.0 SPECIAL SPECIFICATIONS

44.1 The definitions which distinguish what is a supply or equipment is as follows:

44.2 **CRITERIA FOR SUPPLY ITEMS**

A supply item is an article or material which meets any one or more of the following conditions:

1. It is consumed in use or is less than \$25.00
2. It loses its original shape or appearance with use.
3. It is expendable, that is if the article is damaged or some of its parts are lost or worn out, it is usually more feasible to replace it with an entirely new unit rather than repair it.
4. It is an inexpensive item, having characteristics of equipment whose small unit cost makes it inadvisable to capitalize the item.
5. It loses its identity through incorporation into a different or more complex unit or substance.

44.3 **CRITERIA FOR EQUIPMENT ITEMS**

An equipment item is a material unit which meets all of the following conditions:

1. It retains its original shape and appearance with use.
2. It is non-expendable, that is usually more feasible to repair it rather that replace it with an entirely new unit.
3. It represents an investment of money which makes it feasible and advisable to capitalize the item.
4. It does not lose its identity through incorporation into a different or more complex unit or substance.

**CATALOG BID FOR OFFICE SUPPLIES AND EQUIPMENT
 BID #SDOC 07-065 KB
 PRICE SHEET**

- 1. Discount off Supplies _____%
- 2. Discount off Equipment _____%
- 3. Discount off Copier Toner/Cartridges _____%
- 4. Discount off Printer Cartridges _____%
- 5. Discount off Fax Machine Toner/Cartridges _____%
- 6. Discount off Typewriter Ribbons, Correction Tape/Cartridges _____%
- 7. Discount off Office Machines (Copiers, Fax Machines, etc.) _____%
- 8. Exclusions/Exceptions _____
- 9. Minimum order amount (if applicable) \$ _____
- 10. Quote or Contract number (if applicable) _____
- 11. Other entities may piggy-back off this bid _____yes _____no
- 12. I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

_____ NAME (Typed)	_____ TITLE	
_____ SIGNATURE	_____ VENDOR NAME	
_____ DATE	_____ TELEPHONE NUMBER	_____ FACSIMILE NUMBER
_____ E-MAIL ADDRESS		

13. Name, address, phone number and fax number of local representative:
- _____
- _____
- _____
- _____ phone number
- _____ fax number

STATEMENT OF NO BID
BID #SDOC 07-065 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 _____

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

Failure to do so may result in your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN

SEALED BID NUMBER: SDOC 07-065 KB

BID TITLE: CATALOG BID FOR OFFICE SUPPLIES & EQUIPMENT

BID TO BE OPENED ON January 31, 2007 AT 1:00 P.M.

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