

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

September 20, 2007 CALL FOR BID BID #SDOC 08B-023 KB

Notice is hereby given that the Purchasing Department of the School Board of Osceola County, Florida will receive bids for **CATALOG DISCOUNT BID FOR HEALTH SUPPLIES & EQUIPMENT** at the Purchasing Department, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **1:00 PM on October 9, 2007**. All bids will be publicly opened in the Purchasing Department 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 above address. 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, visit our website at www.osceola.k12.fl.us.

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 the District's 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.

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

INVITATION TO BID

BID #SDOC 08B-023 KB

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

NAME OF [BID/RFP]: CATALOG DISCOUNT BID FOR HEALTH SUPPLIES & 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 checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete during the award process.

Drug Free Workplace Certification
Catalogs

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

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

DRUG FREE WORKPLACE
CERTIFICATION FORM
BID #SDOC 08B-023 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 on 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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.
4. 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 DISCOUNT BID FOR
HEALTH SUPPLIES AND EQUIPMENT
BID #SDOC 08B-023 KB**

1.0 SCOPE

- 1.1 The purpose of this invitation to bid is to establish the minimum requirements for a catalog discount on the purchase of Health supplies and equipment to be used by the School Board.
- 1.2 The intent of this bid is to establish a contract which the successful bidder shall guarantee firm discounts for the items purchased from their catalog.
- 1.3 Bids will be requested and will be considered on the basis of a single fixed discount per area from the most current catalog in order to produce the lowest total net cost for the School Board.

2.0 GENERAL INFORMATION

- 2.1 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.
- 2.2 The responsibility for getting the bid to the School Board Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the bidder. The School Board will in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegraph, fax or internet will not be accepted.
- 2.3 The bid time will be and must be scrupulously observed. Under no circumstances will bids that are delivered after the opening time stated in the bid be considered. Such bids, if requested, will be returned to the vendor unopened.
- 2.4 Bid files may be examined during normal working hours, after bid opening, by appointment only.
- 2.5 For information concerning this bid, please fax all questions to Kathy Brown, Senior Buyer at 407-870-4616. Faxed question will be accepted up till 5 days prior to bid opening.

3.0 GENERAL SPECIFICATIONS

3.1 DISCOUNTS

Bidders are invited to offer a maximum discount off the catalog list price on Health supplies and equipment. Bidders are to bid a flat percentage discount that will be applied to items in the vendor's current catalog. For the purpose of this bid, supplies and equipment shall be defined as follows:

"SUPPLIES": Any catalog item that is consumable or is less than \$25.00 is considered a supply.

"EQUIPMENT": Any catalog item that has a useful life of more than one (1) year is considered equipment (this included all machinery items and furniture. Vendors are welcome to bid a separate single fixed discount on machinery and equipment.

3.2 DELIVERY CHARGES

Discounts submitted shall include any and all delivery charges to any facility within the School District of Osceola County.

3.3 CATALOG WITH BID

All bidders must submit a catalog to be used for the contract period with their bid. The catalog shall remain effective for the entire contract period, or until the awarded vendor distributes their new annual catalog. (See 4.2)

3.4 CATALOGS TO SDOC LOCATIONS

After award, successful bidders shall furnish at least two (2) of the same catalog(s), as submitted with the bid, to the schools and departments in the School District of Osceola County. A list of locations will be supplied to all successful bidders. **Catalog dispersal is the responsibility of the vendor, not the District.**

3.5 BID AWARD

In order to meet the needs of the school system and in the best interest of the School Board, awards will be made to the top vendors who offer the best fixed discount and the overall lowest catalog prices. These bidders shall be in a favorable position to compete for the School Board'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.

3.6 NOTICE OF AWARD

Notice of award of bid will be forwarded only to those bidders that enclose a stamped, self-addressed envelope at the time of bid opening; otherwise, purchase orders will be forwarded to successful bidders as acknowledgment of bid.

3.7 GUARANTEED QUANTITIES

No guarantee is given or implied as to the total quantity or dollar value of this bid. The School Board is not obligated to place any 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.

3.8 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.

3.9 DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the School Board, 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 on the Price Sheet.

3.10 NEW ITEMS

New items appearing in the bidder's catalog released after the opening date may be covered by this bid as if these items were originally included in the catalog(s) submitted with the bid.

3.11 MINIMUM ORDERS

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.

3.12 ORDERS

Schools, departments and centers of the School District will issue purchase orders directly to the awarded bidder(s) for the purchase of Health supplies and equipment. The awarded 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 awarded bidder(s). The Purchase Order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be noted in wiring and returned to the school or department within ten (10) working days for acceptance of these changes. **NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.**

3.13 EXEMPT FROM THIS BID

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

3.14 PAYMENT

Payments for School Board purchase orders will be made following delivery, acceptance, approval and receipt of the invoice by the facility that issued the purchase order. Internal account purchase orders will be delivered and invoiced to the school directly.

3.15 AREA REPRESENTATIVE

Bidders are to indicate in the space provided on the Price Sheet the name, address, telephone and fax numbers of the local area representative who will make periodic scheduled visits to the schools/departments and who will be available on demand. THIS REPRESENTATIVE MUST HAVE THE AUTHORITY TO RESOLVE BILLING AND DELIVERY PROBLEMS.

4.0 TERMS AND CONDITIONS

4.1 DELIVERY CHARGES

The bid price must include all delivery charges to the delivery point, which is defined as any school or department location in Osceola County. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier charges will be honored by the School Board. In the event this bid is utilized for large equipment or furniture purchases, it is understood that these items will be delivered inside to the specific department or room, uncrated, assembled and all refuse removed from site at no additional charge.

4.2 CATALOG UPDATING

Bid discounts will be held to the catalog that vendors include with their bid. Price increases will not be allowed until the Purchasing Department has approved a new catalog. 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:

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 after the two above requirements have been met.**

Any price discrepancies, which occur as a result of the vendor not following the above guidelines, must be honored by the vendor.

4.3 DELIVERY TIME

Delivery, as specified herein, shall be between 48 hours for stocked items and up to twenty (20) days for special order items, from the date of the receipt of the purchase order.

4.4 HOURS OF DELIVERY

Deliveries shall be made between the hours of 7:30 am and 3:00 pm except on Saturdays, Sundays or holidays when all school buildings and the warehouse facilities are closed.

4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

If the successful bidder fails to perform as required per these specifications, or fails to deliver the items specified in these specifications, this company shall compensate the School Board for any damages incurred as a result of their failure to perform as stated.

4.6 WARRANTY

The manufacturer's standard warranty shall apply from the date of the delivery.

4.7 BID TIME FRAME

The bid proposal as submitted by the bidder shall remain in effect for a period of sixty (60) days from the bid opening and may not be withdrawn during this period to provide ample time for evaluation and acceptance by the School Board.

4.8 TAXES

The School Board is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the School Board's Tax Exempt Certificate is available upon request. Vendors or contractors doing business with the School Board shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor shall any Vendor/Contractor be authorized to use the Board's Tax Exemption Number in securing such materials.

4.9 DAMAGE

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 no cost to the School Board, as long as it is within sixty (60) days from delivery.

4.10 RENEWAL

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

4.11 OSHA

The bidder warrants that the products supplied to the School Board 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.

4.12 MATERIAL SAFETY DATA SHEETS

Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety data Sheets (MSDS), in accordance with Florida Statutes Chapter 442, Section 6 (1).

4.13 LEGAL REQUIREMENTS

Federal, state or 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 cause for relief from responsibility.

4.14 INSURANCE

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 Board 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

4.15 QUESTIONS

For information concerning this bid, please "fax" or "e-mail" all questions to Kathy Brown, Senior Buyer at 407-870-4616 or brownk@osceola.k12.fl.us. Faxed question will be accepted up till seven (7) work days prior to bid opening.

4.16 BID PROTEST

- A. BIDDERS are advised that any and all Bid Protest must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one-percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School Board." Or the Security may be in the form of a Bond naming as Obligee therein "The School Board of Osceola County." The BIDDER, as the PRINCIPAL shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to 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 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.

**PRICE SHEET
CATALOG DISCOUNT BID FOR
HEALTH SUPPLIES AND EQUIPMENT
BID # SDOC 08B-023 KB**

1. Discount off supplies _____ %
2. Discount off equipment _____ %
3. Discount off furniture _____ %
4. Discount off machinery _____ %
5. Minimum order amount (if applicable) \$ _____
6. Quote or contract number (if applicable) _____
7. Name, address, phone and fax number of local representative:

_____ phone number

_____ fax number

8. Exclusions if any and how to identify them in the catalog:

9. Are other entities allowed to piggy-back from this bid? _____ Yes _____ No.

10. 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 or Printed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

STATEMENT OF NO BID
BID #SDOC 08B-023 KB

School Board of Osceola County
Purchasing Department
817 Bill Beck Blvd.
Kissimmee, FL 34744

To Whom It May Concern:

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 Board 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.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN

SEALED BID NUMBER: SDOC 08B-023 KB

BID TITLE: Catalog Discount Bid For Health Supplies & Equipment

BID TO BE OPENED ON October 9, 2007 **AT** 1:00 PM

BID ENCLOSED Yes No

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