



# ORANGE COUNTY PUBLIC SCHOOLS

P. O. Box 271  
32802-0271

Orlando, Florida  
(407) 317-3200

445 W. Amelia Street  
32801-1127

**INVITATION TO BID**  
**BID NO: DIGITAL DUPLICATORS - RENTAL**  
**BID TITLE: 08-02-13**

Bids will be accepted on or before 2:00 PM EST on May 7, 2008 at the OCPS Educational Leadership Center, Procurement Services, 445 W. Amelia Street, Orlando, Florida, at which time they will be publicly opened. Bids may not be withdrawn for sixty (60) days after opening. Request for information cut-off date will be seven (7) days prior to Bid opening date.

Direct all inquiries to Procurement Services  
PROCUREMENT SPECIALIST: Valerie Hightower  
E-MAIL ADDRESS: [hightov@ocps.net](mailto:hightov@ocps.net)  
FAX: (407) 317-3971 or 3414 [www.procurement.ocps.net](http://www.procurement.ocps.net)

By submission of a Bid, vendor understands that award of the Bid by the School Board of Orange County, Florida, and any subsequent purchase orders and agreements shall constitute a binding and enforceable contract. Unless otherwise stipulated in the Bid documents, no other contract documents shall be issued.

BIDDER CERTIFICATION AND IDENTIFICATION

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

B. Bidder certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Orange County, Florida.

**BIDDER ACKNOWLEDGEMENT**  
**A written original signature in ink is required.**

Company Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
By: Signature of Authorized Representative \_\_\_\_\_  
Name (Typed or Printed) \_\_\_\_\_  
Date \_\_\_\_\_

PREBID CONFERENCE: Yes \_\_\_\_\_ No \_\_\_\_\_

It is the bidder's responsibility to become fully informed as to the nature and extent of this invitation to bid. The pre-bid conference will be held at 10:00 a.m., in \_\_\_\_\_ (Conference Room) of the Educational Leadership Center, 445 W. Amelia St., Orlando, FL 32801. The bid document will be reviewed and questions from the vendors will be addressed.

**INSTRUCTIONS TO BIDDERS:** Bidder shall read all solicitation documents and comply with all specified requirements.

**SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement" section must be completed, signed and returned with the Bid submittal. The Bid Price Sheet pages on which the Bidder actually submits a Bid and any pages upon which information is required to be inserted must also be completed and submitted with the Bid. OCPS reserves the right to reject any Bid that fails to comply with these submittal requirements.

**BID SUBMITTAL:** The completed Bid must be submitted in a sealed envelope with Bid number, Bid title, Bid opening date & time, Bidder name and return address clearly typed or written on the front of the envelope. Do not include more than one Bid per envelope. Please use the enclosed label when submitting your Bid. If the sealed Bid envelope is sent inside a separate mailing envelope or package (FedEx, Priority Mail, etc.), please use the enclosed label on the outside of the mailing envelope or package. Bidders must be certain that all pages of the Bid and all attachments and addenda are received by the Bidder prior to submitting a Bid without regard to how a copy of this Invitation to Bid was obtained. All Bid information is available on the OCPS Procurement Services website at [www.procurement.ocps.net](http://www.procurement.ocps.net). Bidders are expected to examine all instructions, terms and conditions, specifications, delivery schedules, bid prices and extensions. Failure to do so will be at Bidder's risk.

The address for Bid submittal, including U.S. mail, hand delivery and overnight courier delivery, is: Orange County Public Schools, Procurement Services ELC4, 445 West Amelia Street, Orlando, Florida 32801. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their Bid or related material. The OCPS Procurement Services Department will not accept delivery of any Bid or related material delivered C.O.D. or requiring additional postage.

All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is received by the OCPS Procurement Services Department on or before 2:00 p.m. EST on date due for Bid to be considered. Bids submitted by electronic or facsimile transmission will not be accepted. Bids received after the date and hour specified will not be considered. Late Bids or Proposals will be rejected. Bids will be publicly opened after 2:00 p.m. EST on date due.

**No Bid:** If not submitting a Bid, respond by returning the "NO BID RESPONSE FORM" only.

**EXECUTION OF BID:** Bid must contain a written original signature of an authorized representative in the space(s) provided. All Bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure. All price corrections must be initialed by the person signing the Bid. OCPS reserves the right to reject any Bid or Bid item completed in pencil or any Bid that contains illegible entries or price corrections not initialed. Only the terms and conditions of this solicitation as they were released by OCPS, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by OCPS.

**INTERPRETATION OF BID DOCUMENTS:** No interpretation of the meaning of the bid document or correction of any apparent ambiguity, inconsistency or error therein, will be

made verbally to any Bidder. All requests for such interpretation or correction shall be in writing, addressed to the Procurement Specialist ten (10) days prior to bid opening date. To ensure fair consideration for all Bidders, the School Board prohibits communication of any kind relating to this bid with any other department, bureau, or employee during the submission process of this Bid. 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. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding. Prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the Bid Documents. Inquiries must reference the date of Bid opening, Bid title and Bid number. Interpretation of the Bid, clarification of Bid specifications and requirements or changes to the Bid shall be communicated by written addenda only. Verbal responses shall be considered inadmissible in Bid protest proceedings. Written addenda shall be signed and returned to Procurement Services by the Bid opening date and time. Failure to return such addenda may constitute cause for rejection.

**CHANGE OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING:** Changes to or withdrawal of the Bid must be in writing. This communication is to be received by the Procurement Specialist prior to date and time of Bid opening. The Bidders name and the Bid number, title and due date must appear on the envelope.

**BIDS THAT DO NOT COMPLY WITH THESE REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND ARE SUBJECT TO REJECTION.**

## **DEFINITION OF TERMS**

Acquisition - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Addendum – an addition or supplement to a document, for example, items or information added, deleted, or changed on a procurement document

Alternate Bid - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation. Alternate bids shall only be provided when requested in the bid documents.

Best Value Bidding. The purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by OCPS

Bidder - one who submits a response to an invitation to bid

Bid Sample - a sample offered by a bidder when required in an invitation to bid (ITB). The samples are considered a required part of the bid and are examined and tested for conformance with the requirements of the ITB>

Conflict of Interest - an actual or potential situation in which the personal interests of a vendor, employee, or public official, are, or appear to be, in conflict with the best interests of OCPS.

Contract - a mutually binding legal instrument obligating the seller to furnish the supplies or services and the buyer to pay for them, including but not limited to purchase orders and formal agreements.

Contract Modification - means any written change in the terms of a contract.

Contractor - the bidder, proposer, offeror or respondent.

Descriptive Literature - means information provided by an offeror, such as cuts, illustrations, drawings, and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

FOB Destination - free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

In Writing - any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Insurance - Means a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

Latent Defect – an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

Laws and Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

Lobbying - lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the posted recommendation on the award of a contract.

Lump Sum - the total price of a group of items which is priced as a whole.

Notice of Award - The written notice of the acceptance of the solicitation from OCPS to the Contractor/Consultant.

Offer - a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

Offeror - one who submits a bid in response to a Request For Proposal (RFP); one who makes an offer in response to a solicitation

Pricing - the process of establishing a reasonable amount to be paid for supplies or services.

Procurement Contact - the Procurement Services employee who is primarily responsible for processing the solicitation. The Procurement Contact is identified in the bid documents.

Procurement Services Department - Is also referred to as Procurement or Purchasing. Procurement Services Department within Orange County Public Schools is responsible for the administration of this solicitation.

Purchase Order - a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Qualification Requirement - means a District's requirement for testing or other quality assurance demonstration that must be completed before award of a contract.

Qualified Products List (QPL) - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, OCPS has determined will meet the applicable specification requirements.

Responsible Bidder - a bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder - Bidder that has a submitted a bid that conforms in all material respects to the solicitation.

Shipment - the process of transporting goods.

Signature or Signed - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.

Solicitation - a request for bids to provide supplies, services, or construction items.

Solicitation Provision or Provision - a term or condition used only in solicitations and applying only before contract award.

Specifications - a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

Submitting of Bids - All Bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the Bid opening and the Bid number. Bids not submitted on the OCPS Bid forms may be rejected. All Bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

## GENERAL TERMS AND CONDITIONS

1. Cancellation: OCPS reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in the best interest of the School Board. Notice of cancellation will be posted on the OCPS Procurement Services website.

2. Non Collusion: The prices in this bid have been arrived at independently, without consultation, collusion, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

3. Conflict of Interest: In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of the School Board and who knowingly owns, directly or indirectly, any interest of any amount in the Bidders company, firm, or branch.

4. Bid Information and Notification: All bid notices and solicitations are web posted on the Procurement Services website. (<http://www.procurement.ocps.net/pages/123.asp>). It is the Bidders responsibility to monitor the website to view current solicitation opportunities and addenda. All supporting bid documents such as amendments, tabulations sheets, notice of action and notice of award will be posted on the website. It is the responsibility of the bidder to monitor the website for all information about this bid. Bid tabulations will be posted in Procurement Services for review by interested parties for 72 hours.

5. Bid Protests: Any person who is adversely affected by any specification in this Bid or RFP or any decision or intended decision concerning this Bid or RFP and who wishes to protest such specification, decision, or intended decision shall file a protest in accordance with section 120.57(3), Florida Statutes. A formal written protest must be accompanied by a bond payable to OCPS in an amount equal to one percent (1%) of the total value of the proposed contract. Security shall be in

Supplemental Agreement - means a contract modification that is accomplished by the mutual action of the parties.

Surety - Shall mean any corporation that executes, as Surety, the contractor's Proposal/Bid, Performance, and/or Payment Bond.

Termination for Convenience - means the exercise of the District's right to completely or partially terminate performance of work under a contract when it is in the District's interest.

Termination for Default - means the exercise of the District's right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations.

Warranty - means a promise or affirmation given by a contractor to the District regarding the nature, usefulness, or condition of the supplies or performance of services furnished under the contract.

the form of a bond, a cashier's check, or money order. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time frame set forth in section 287.022(2)(c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6. Lobbying: Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a Board Member or District Personnel after advertisement and prior to the posted recommendation on the award of this contract.

Vendors/bidders shall not contact school board members, staff, or committee members during the course of the bid/proposal process and prior to Board approval. All inquires must be directed through Procurement Services. All procedural matters shall be directed to the Director of Procurement Services.

In addition, evaluation committee members or other district employees shall not be contacted or approached by representatives of any potential vendors/bidders during the RFP process. Contact or communication initiated as described above, may result in disqualification of said proposal

7. Laws and Regulations: Applicable provisions of all Federal, State, County, and Local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and the School Board of Orange County, Florida by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

8. PUBLIC RECORDS LAW

All bid/proposal documents, other than proprietary materials, submitted by Respondents in response to this RFP will be made available for public inspection in accordance with Chapter 119, Florida Statutes. Request for copies of solicitation documents or other related materials must be made in writing to the OCPS Document Management Office. Contact Les Vaughn at 407.317.3965.

9. Patents and Royalties: The Bidder, without exception, shall indemnify and save harmless the School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board of Orange County, Florida. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

10. Advertising: In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising.

11. Other Governmental Agencies: All bidders awarded contracts from this bid may, upon mutual agreement, permit any school board, city, municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties. It is understood that at no time will any school board, city, municipality or other agency be obligated for placing an order for any other school board, city, municipality or agency; nor will any school board, city, municipality or agency be obligated for any bills incurred by any other school board, city, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

12. Right to Use Existing Bids: The School Board of Orange County, Florida reserves the right to utilize any other contract, including but not limited to the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative Bid agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract, if deemed to be in the best interest of the School Board, at any time during this contract term.

13. Default: Failure to perform according to this proposal and/or resulting contract shall be cause for Bidder's company to be found in default in which event any and all re-procurement costs may be charged against Bidder's company. Failure to pay said amount to the School Board upon demand would result in the company being barred from doing business with the School Board for a period not less than three (3) years from date of infraction. Thereafter, the Bidder may request to be reinstated. In the event of a default on a contract, the Bidder shall be responsible for any all attorneys' fees and court costs incurred in collecting any liquidated damages.

14. Public Entity Crimes: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a

public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

15. Awards: Bids shall be awarded on the basis of the lowest, responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, financial ability of the firm, qualifications, experience, reputation, integrity, and past performance of the bidder. The School Board also reserves the right to award to more than one vendor for same or similar products or services.

The School Board reserves the right is to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all Bids or to waive any minor irregularity or technicality. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive. Awards made as a result of this proposal shall conform to applicable Florida Statutes.

Vendors shall accept Purchase Orders or an Orange County Public Schools Visa Purchasing Card as instruments of authorization for purchases. Vendors who fail to comply with this requirement will be deemed as failing to perform.

16. Termination: The School Board reserves the right to terminate the contract awarded as a result of this bid/proposal, or any part herein, without penalty. The School Board will notify the vendor of the intent to terminate, in writing, at least twenty (20) days prior to the effective date of termination, and the contract will officially terminate at the end of the twenty (20) day grace period. The awarded vendor may cancel the Bid ninety (90) days after written notice to the School Board of Orange County, Florida, Office of Procurement Services.

17. Right to Reject: The School Board reserves the right to reject any or all proposals, to waive irregularities and technicalities, or to accept the proposal(s) which, in its judgment, best serves the interest of the Orange County School Board.

18. Tie Bids: In the case of identical qualified bids, the following criteria shall be utilized to determine award of bid: (1) Certification under Florida Statutes as a Drug-Free Workplace; (2) In-county preference; (3) MWBE Certification; (4) Payment discount offered; (5) Coin flip.

19. Prices and Terms: Prices are requested in units of quantity specified in the Bid specifications. In case of a discrepancy in computing the total amount of Bid, unit price quoted will govern. Firm prices shall be bid and include any and all fees or costs involved in providing the product or service to the purchaser. Bid prices shall include delivery F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

The Board shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. The tax exemption number is 85-8012622264C-6. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in

the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

20. Quantities: The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate the School Board to purchase these amounts. The estimates are intended as a guide in submitting your Bid. The actual quantities purchased under this Bid may vary. The School Board reserves the right to re-negotiate prices if at any time during the term of the contract agreement the School Board purchases fifty percent more than the estimated quantity of any line item on the bid price sheet.

21. Extension: In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be based upon the same prices, terms and conditions as the existing bid.

22. Method of Ordering: Orders shall be processed only upon receipt of an authorized purchase order issued by the School Board of Orange County, Florida, or an Orange County Public Schools Visa Purchasing Card. All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any location within Orange County, Florida. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

23. Invoicing: The successful Bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to Orange County Public Schools, Accounts Payable, P. O. Box 4984, Orlando, Florida 32802-4984. A separate invoice must be received for each purchase order number. It is the sole responsibility of the vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this Bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.

24. Payment: The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

25. Assignment: The awarded vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written authorization by the School Board of Orange County, Florida.

26. Manufacturer's Name & Approved Alternates: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If Bids allow equivalent products, indicate on the Bid form the manufacturer's name and model number. Bidder shall submit with his Bid, cut sheets, sketches, and descriptive literature, and/or complete specifications. The School Board of Orange County, Florida reserves the right to determine acceptance of item(s) as an approved alternate. Bids that do not comply with these requirements are subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed or is no longer available and has been replaced with a new updated model and specifications, the Bidder shall notify Procurement Services in writing.

27. Item Substitutions: Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the vendor's or the manufacturer's inventory then the successful Bidder must provide written notification from the manufacturer that the item has been discontinued. The vendor must file a written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

28. Quality: The items Bid must be new, the latest model, of the best quality and highest grade workmanship. Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered not conforming to Bid conditions or specifications may be rejected and returned at vendor's expense.

29. Silence of Specifications: Any omissions of detail in the specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

30. Samples: Samples of items, when required, must be furnished at no cost to the School Board and will be returned at the Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after Bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, Bid name, Bid number and item number. Failure to deliver required samples or to clearly identify samples as indicated may be cause for rejection of the Bid. Unless otherwise indicated, samples should be delivered to Orange County Public Schools, Procurement Services Department, 445 West Amelia Street, Orlando, Florida 32801.

31. Manufacturer's Certification: The Procurement Services department reserves the right to request any and all manufacturer's certifications, if applicable.

32. OSHA: The Bidder warrants that the product or products supplied to the School Board of Orange County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.

33. Material Safety Data Sheet: A Material Safety Data Sheet (MSDS) must be submitted for all hazardous materials/chemicals. The MSDS sheet must be submitted for hazardous materials/chemicals prior to a recommendation for

award. Failure to submit the required Material Safety Data Sheet(s) within forty-eight (48) hours of request shall render the Bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.

34. Asbestos and Formaldehyde Statement: Bidder certifies that all materials supplied to OCPS will be 100% asbestos and formaldehyde free.

35. Underwriters' Laboratories: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

36. Service and Warranty: Unless otherwise specified, all equipment Bid must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the Bid. During the warranty period, the successful Bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district.

37. Facilities: The School Board of Orange County, Florida reserves the right to inspect the Bidder's facilities at any time with prior notice. OCPS may use the information obtained from this inspection in determining whether a Bidder is responsible.

38. Delivery: Unless otherwise specified, delivery shall be within thirty (30) days from the date of the receipt of the purchase order. If unable to meet this delivery time frame, please indicate the best delivery times on the bid price sheet. Delivery time may become a basis for making an award. Deliveries shall be made between normal OCPS working hours, except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed.

39. Freight Terms: Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the district at time of delivery, (Bidder pays and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

40. Failure of Performance/Delivery: In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

41. Packaging: All products shipped shall require proper packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in unit prices.

42. Packing Slips: The Vendor shall be responsible for attaching all packing slips to the OUTSIDE of each shipment. Packing slip must reference OCPS purchase order number. Failure to provide packing slip attached to the outside of

shipment may result in refusal of shipment at vendor's expense.

43. Labeling: Each carton, package, box and/or container shall be properly labeled with the address, contact name, content description, PO number, and vendor name.

44. Inspection, Acceptance and Title: The Vendor shall be responsible for delivery of all items in good condition at destination point. Vendors shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the material and/or services are found to be defective or do not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the vendor and/or return the product at the vendor's expense.

45. Equal Employment Opportunity: The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law. The Equal Opportunity supervisor responsible for compliance is Emma Brown, and she may be contacted at (407) 317-3239.

46. Anti-Discrimination: OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

47. Minority/Women Business Enterprise (MWBE): OCPS has established a MWBE policy for the procurement of goods and non-professional services with an annual participation level of 12%. Vendors must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, City of Orlando, Greater Orlando Aviation Authority (GOAA), State of Florida, and National Minority Supplier Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with the bid.

48. Local Developing Business (LDB): OCPS has established a LDB policy for the procurement of goods and non-professional services with an annual participation goal of 10%. Vendors must be certified as a LDB and shall meet all eligibility requirements established in the LDB guidelines. LDB guidelines may be accessed from the OCPS MWBE website at (<http://www.facilities.ocps.net/ContractAdmin/>).

49. Fingerprinting: Jessica Lunsford Act: Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act taking effect September 1, 2005. "Noninstructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board."

50. Indemnification: The Vendor shall indemnify and hold harmless OCPS, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring

in connection with the operations of the Vendor or its officers, employees, agents, , or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of OCPS or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive OCPS' rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

51. Liability, Insurance, Licenses and Permits: The bidder agrees to provide and maintain at all times during the term of this agreement and any renewals, without cost to the School Board, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School Board with copies of current appropriate business licenses.

The minimum requirements for insurance coverage shall be as follows:

Bidder shall take special notice that OCPS shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant Orange County Public Schools thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated not less than "A" from A.M. Best & Company. All policies must remain in effect during the performance of the contract.

General Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate to include personal injury, property damage, premises operations, products and completed operations.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00)

**NOTE: Any and all Terms and Conditions, Special Conditions, Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this Bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions and Instructions to Bidders.**

combined single limit each accident for bodily injury & property damage liability.

Employer's Liability Insurance: The Vendor shall maintain during the life of this Contract, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

Worker's Compensation Insurance: The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

52. Bid Bonds, Performance Bonds and Certificates of Insurance: Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to unawarded bidders. After acceptance of Bid, the Board may notify the awarded vendor to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Bid bond will be returned to the awarded vendor.

53. Governing Law and Venue: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Orange County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.



## DIGITAL DUPLICATORS; RENTAL

### 1. BACKGROUND

The purpose of this bid is to establish a firm fixed price and term contract for the monthly rental of Digital Duplicators, listed and described in the body of these specifications to be used as noted, by the School Board of Orange County, Florida 445 W. Amelia St., Orlando, Florida 32801. The following Digital Duplicators are included in this solicitation: Risograph RZ220, Ricoh DX3340 or approved equivalents. **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE APPROVED EQUIVALENTS.**

The district in the past year has rented and purchased over 200 machines. The district as a whole produces on new and existing equipment approximately 250,000,000 impressions annually. The district intends to move towards the digital duplicator equipment for certain applications and use in lieu of the multifunctional devices equipment. The estimated quantity, which could be rented during the term of this contract is estimated at 175 machines and cannot be guaranteed. Our needs may be more or may be less.

### 1.2 LENGTH OF CONTRACT

The intent of this Bid is to establish a contract for a period of thirty-six (36) months, during which time the successful bidders shall guarantee firm pricing on item(s) awarded, as specified in the Bid. Items shall be ordered on an as needed basis.

### 1.3 CONTRACT RENEWAL

The School Board reserves the right to renew any or all prices, terms, conditions and specifications of the contract, for up to two (2) additional one year periods, upon mutual agreed by both the District and awarded Contractor. All renewals must be submitted in writing to include the awarded Contractor's Authorized Representative signature. If the district opts to extend, the successful vendor shall make latest model available, if requested, per 2.9.

## 2. TECHNICAL SPECIFICATIONS

### 2.1 RENTAL AGREEMENT CONDITIONS

The following are terms and conditions upon which OCPS School Board will be requiring of the successful bidder.

- A. Rental period is for thirty-six (36) consecutive months at which time the awarded vendor will remove the digital duplicator device. **Note: OCPS will not sign a separate rental agreement.**
- B. Rental agreements shall be effective on the date of acceptance of the equipment. The date of acceptance is that date on which the equipment is installed to the various OCPS location(s) and the equipment is certified ready to use by the bidder and accepted by OCPS as installed and in good working order.
- C. Upon termination of this contract the Contractor will have sixty (60) calendar days to remove all equipment.

### 2.2 AUTHORIZED SERVICE TECHNICIANS

Contractor technicians responsible for the installation and repair of digital duplicator equipment must be a manufacturer's authorized service technician for make and model of equipment herein. The authorized technician will be required to have a minimum of one (1) year experience in the service and installation of equipment, drivers, and software (if requested).

### 2.3 AUTHORIZED DEALERS

Bidder must be a manufacturer or an authorized distributor or dealer of the manufacturer. The Bidder must supply with their bid a **Letter of Authorization/Statement of Support from Manufacturer**. The document must be on Manufacturer's letterhead, currently dated and contain the following information:

- A. Signed by an individual authorized to bind the manufacturer.
- B. Statement that the Bidder is a manufacturer's direct authorized dealer (buys directly from manufacturer)
- C. Statement that includes the manufacturer's commitment to supporting the Bidder if successful by providing the manufacturer's products in a timely manner and in quantities necessary for the Bidder to fulfill the requirements of this bid.

### 2.4 SERVICE AND MAINTENANCE REQUIREMENTS

Maintenance charges cover all supplies and parts (except paper). Contractor must maintain high levels of parts and supplies in their inventory at all times. Contractor is responsible for the performance and compatibility of the supplies to the equipment. Supplies will be ordered by individual departments to maintain a reasonable level of order to provide uninterrupted service. Contractor must deliver supplies on an auto replenishment system or within five (5) working days of order placement.

No penalty charges will be incurred by OCPS on equipment from the Contractor during the contract period for canceling maintenance/service on a machine.

- A. Service shall include full coverage service, including preventative maintenance, all service calls and replacement of all defective and worn parts. Service price increases, per year, shall not exceed the percentage stated on the bid by the vendor. The Contractor shall provide sufficient staff, resources and facilities to ensure that the Orange County School Board's business is handled in a timely manner.
- B. Machines that become unserviceable, require constant maintenance, or are not economical to repair during the contract period, shall be replaced at no cost to OCPS.
- C. The bidder will provide a replacement duplicator, at no cost to OCPS, if a machine is expected to be out of service for more than three (3) business days after the initial service call.

## 2.5 **MAINTENANCE OF EQUIPMENT**

All devices installed as a result of this contract, the Contractor agrees to provide maintenance service for the term of this contract. Maintenance service will be available during normal working hours, 7:30 a.m. to 4:00 p.m., Monday through Friday, except OCPS acknowledged holidays.

This includes, but is not limited to:

- A. Contractors will repair or adjust the devices as required to maintain them in good working order. These costs are borne by the vendor and are included in the maintenance cost or rental charges as applicable.
- B. On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished on an exchange basis and will be new parts or equivalent to new in performance when used in these devices. Maximum service response time at any location shall be four (4) working hours.

In the event that repairs cannot be completed within 48 hours, the Contractor will provide the means to get the job completed within the required timeframe at no cost to the District, other than the cost-per-copy rate, as bid herein or will provide an equitable prorated credit.

## 2.6 **INSTALLATION AND TRAINING**

Installation and training shall include all labor, materials and equipment necessary to install duplicators. It shall include, but not limited to the following:

- A. Vendor shall deliver and place equipment at the required destination (inside delivery).
- B. Vendor shall unpack boxes and remove and dispose of all packaging materials. Vendor shall be responsible for the prompt removal of all debris and forms from the school area which is a result of this service or delivery. **DO NOT USE THE TRASH RECEPTACLES.**
- C. Vendor shall install equipment (furnish all labor, materials and equipment necessary to install equipment with optimal operation).
- D. Vendor shall train District representative(s) regarding the operation and care of the equipment.

Delivery, set-up and training shall be scheduled with the District's designated representative. If additional training is requested by the school or department at a later date, there shall be no charge.

## 2.7 **DELIVERY**

The vendor shall make deliveries within ten (10) calendar days from the date of the receipt of the purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the school or department of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the school or department. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed. **Successful bidder shall be responsible for off-loading, assembly and making operable all units contained herein.**

## 2.8 **RECURRING EQUIPMENT PROBLEMS**

Recurring problem (3 or more times) with any duplicator machine will result in a detailed review of the problem. Once a solution is determined and implemented, if the problem reoccurs the device will be replaced, by request of the District. The replacement equipment model will be with either the same or an approved equivalent model, or the next highest approved model. This service will be provided by the Contractor at no additional charge.

## 2.9 **TECHNOLOGY CHANGES**

As devices with approved technology become available the vendor will advise the District. The District may negotiate pricing and/or change the term of the contract for these devices.

### 3. **GENERAL TERMS AND CONDITIONS**

#### 3.1 **METHOD OF AWARD**

Bid prices will be evaluated based upon the "lowest" and most "responsible" bid(s) by the following methods: 1) "All or None" per specified quantity based on a single manufacturer brand. Rental prices must be held firm against increase for the rental period or upon expiration or termination of the contract. The School Board reserves the right (a.) to reject any and all bids received by it, (b.) to waive minor informalities in any bid, and (c.) accept any bid or part thereof, that in its judgment, will be for the best interest of the School Board of Orange County, Florida.

The School Board reserves the right to award to multiple vendors in the best interest of the School Board.

#### 3.2 **ACCEPTANCE OF EQUIPMENT AND/OR SERVICES**

The equipment and services to be provided hereunder shall be delivered to the District, in full compliance with the specifications and requirements set forth in this contract. If the vendor's provided equipment is determined to not meet the specifications and requirements of this contract, either upon initial inspection or discovered at a later date, the item will be returned, at vendor expense, to the vendor. At the District's own option, the vendor shall either provide an approved replacement, or provide a full credit for the returned equipment. The vendor shall not assess any additional charge(s) for any conforming action taken by the District under this clause.

#### 3.3 **PRICE REDUCTION**

If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District.

If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves the right to receive the lowest price offered on the open market.

#### 3.4 **DAMAGED ITEMS**

In the event an item(s) is received and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the vendor at no cost to the School Board.

#### 3.5 **COMPLIANCE WITH SPECIFICATIONS**

All items bid must meet specifications. Items bid which do not meet specifications will not be considered. Bidding items that do not meet specifications may necessitate removing your name from future bid lists.

#### 3.6 **REJECTED ITEMS**

Any item(s) received, which do not meet specifications, will be returned at vendor's expense.

#### 3.7 **WARRANTY**

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

#### 3.8 **MACHINE RELOCATION**

Occasionally the District will need to relocate equipment, such as when buildings are renovated or due to operating considerations. This service will be provided by the Contractor at no additional charge within 15 business days after notification by the District.

#### 3.9 **FAILURE OF PERFORMANCE AND/OR DELIVERY**

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, he shall recompense the School Board of Orange County, Florida, for any damages to the said Board caused by his failure to perform as stated.

#### 3.10 **NON-PERFORMANCE**

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.

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.

3.11 **ASSIGNMENT**

The awarded vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written authorization by the School Board of Orange County, Florida.

3.12 **INVOICES**

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. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.13 **OFFER OF PAYMENT DISCOUNT**

Please state on the Bid Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% 10 net 30 upon receipt of material), and note them on all invoices.

3.14 **METHOD OF ORDERING**

Orders shall be processed only upon receipt of an authorized purchase order issued by the School Board of Orange County, Florida.

3.15 **INQUIRIES**

Please direct all inquiries concerning this bid to: Valerie Hightower, Specialist, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801, fax: (407) 317-3971.



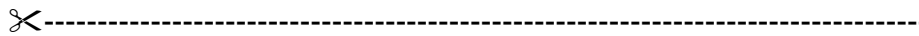
**BID IDENTIFICATION LABEL**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your proposal submittal. Place your bid in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

The Orange County Public Schools, Education Leadership Center (ELC) is a controlled access building. All visitors are required to check-in at the Reception Desk. If you are hand delivering a proposal, a time/date stamp is available at the Reception Desk. Date stamp your envelope/label and notify Procurement Services via the Lobby Telephone that you have delivered a proposal to the Reception Desk. A record of all deliveries and delivery times will be documented at the Reception Desk as well as in Procurement Services.

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

Cut out label and tape to outer sealed bid envelop or package.



**DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN**

**ITB 08-02-13, TITLE: DIGITAL DUPLICATORS; RENTAL**

**BID TO BE OPENED ON: MAY 7, 2008, 2:00 P.M.**

From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DELIVER TO: ORANGE COUNTY PUBLIC SCHOOLS  
PROCUREMENT SERVICES  
445 WEST AMELIA STREET  
Orlando, FL 32801**

## DRUG-FREE WORKPLACE

### Certification Form

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 has 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 the 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 the 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.

\_\_\_\_\_  
Authorized Representative's Signature

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

## QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in evaluating the bid to determine the lowest responsive and responsible bidder.

**1. SAFETY:**

Have you had any OSHA fines within the last three (3) years?      YES                       NO

Have you had jobsite fatalities within 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.

**2. EXPERIENCE:**

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

Years performing work specialty: \_\_\_\_\_

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

**3. LICENSE SANCTIONS:**

List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.

**4. REFERENCES**

Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

*Reference #1*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

*Reference #2*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

*Reference #3*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_



**ACKNOWLEDGEMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS OF BIDDER:**

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_  
Signature

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
by: \_\_\_\_\_  
Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_\_ No \_\_\_\_

by: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)  
Corporate Secretary

**NOTARY PUBLIC:**

**STATE OF:** \_\_\_\_\_ **COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

**Notary Public Signature:** \_\_\_\_\_

**Notary Name, Printed, Typed Or Stamped:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

**ANTI-COLLUSION STATEMENT**

The undersigned certifies that this proposal was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this proposal. Bidder acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this bid guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by the School District of Orange County or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

The undersigned certifies that no Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this bid.

The Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the Bidder agrees to immediately notify OCPS in writing.

The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 2007.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ Date signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_  
(Corporations must affix seal. Failure to do so may subject Applicant to rejection.)

**NOTARY PUBLIC:**

**STATE OF:** \_\_\_\_\_ **COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

**Notary Public Signature:** \_\_\_\_\_

**Notary Name, Printed, Typed Or Stamped:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

**VENDOR'S STATEMENT OF QUALIFICATION**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract?  Yes  No
- 2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?  Yes  No
- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?  Yes  No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?  Yes  No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  Yes  No
- 7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies. \_\_\_\_\_

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\_\_\_\_\_  
Authorized Representative's Signature

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



# ORANGE COUNTY PUBLIC SCHOOLS

P. O. Box 271  
32802-0271

Orlando, Florida  
(407) 317-3200

445 W. Amelia Street  
32801-1127

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBE), and Local-Developing Businesses (LDB). For the purposes of calculating the participation-level percentage, only those dollars awarded to certified MWBE and LDB vendors will be utilized.

### MWBE

1. Are you a certified MWBE vendor?  Yes  No.

If yes, please check the agency you are certified with and attach a copy of the certification to your bid:

- City of Orlando     Orange County     State of Florida
- Greater Orlando Aviation Authority     National Minority Supplier Development Council

LDB Eligibility Requirements (for complete requirements refer to LDB Guidelines): You may access the guidelines on our website: <http://www.facilities.ocps.net/ContractAdmin/BusinessOpportunityDept.htm>

- Vendor must be domiciled in Orange, Seminole, Osceola or Lake County
- Vendor must not exceed the Revenue Limitation of \$1,000,000 annual gross profit averaged over the preceding three years.
- Vendor must not exceed net worth limitation of \$750,000 for assets owned by each individual owner of the business.

1. Are you a certified LDB vendor?  Yes  No If yes, what agency are you certified through? \_\_\_\_\_

2. Based on the above requirements, would your firm qualify as an LDB vendor?  Yes  No

If your firm would like to be considered an LDB vendor, complete the enclosed LDB eligibility form and include it with your submittal.

Please sign below to acknowledge that you have read and understand the information regarding the district's MWBE and LDB programs.

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

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

**MWBE/LDB SUBCONTRACTOR**

Tier Participation – Bidder's has included below their commitment to subcontract at least twenty percent (20%) of its business related to this Bid with one or more MWBE/LDB firms.

Please complete the information below:

**MWBE Subcontractor Name:** \_\_\_\_\_

Please indicate agency MWBE Subcontractor is certified with \_\_\_\_\_

Describe in detail what portion of the contract the MWBE subcontractor will be performing: \_\_\_\_\_

What dollar amount of this contract will be assigned to this MWBE subcontractor: \$ \_\_\_\_\_

**MWBE Subcontractor Name:** \_\_\_\_\_

Please indicate agency MWBE Subcontractor is certified with \_\_\_\_\_

Describe in detail what portion of the contract the MWBE subcontractor will be performing: \_\_\_\_\_

What dollar amount of this contract will be assigned to this MWBE subcontractor: \$ \_\_\_\_\_

**LDB Subcontractor Name:** \_\_\_\_\_

Describe in detail what portion of the contract the LDB subcontractor will be performing: \_\_\_\_\_

What dollar amount of this contract will be assigned to this LDB subcontractor: \$ \_\_\_\_\_

**LDB Subcontractor Name:** \_\_\_\_\_

Describe in detail what portion of the contract the LDB subcontractor will be performing: \_\_\_\_\_

What dollar amount of this contract will be assigned to this LDB subcontractor: \$ \_\_\_\_\_

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

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



- Yes  
 No

9. Ownership of Firm: Identify the Owners of the Firm

Name	Address	Years of Ownership	Ownership %	Voting %

If any of the owners is a corporation, partnership or other entity other than an individual (an "Entity"), please provide the same information with respect to each such Entity and the owners of each such Entity at all tiers.

10. Control of Firm: Identify by name and title in the firm those individuals (including owners & non-owners) who are responsible for day-to-day management and policy decision making including, but not limited, to, those with prime responsibility for:

<u>Responsibility</u>	<u>Name:</u>	<u>Title:</u>	<u>Qualifications:</u>	<u>Experience:</u>	<u>Yrs w/ Firm:</u>
Financial Decisions					
Management Decisions:					
1. Estimating					
2. Marketing and Sales:					
3. Hiring and firing of management personnel:					

Financial Decisions

Management Decisions:

1. Estimating

2. Marketing and Sales:

3. Hiring and firing of management personnel:

11. Financial Stability - Please state the Gross Revenues received by your firm for each of the preceding three years

Year Ending	Gross Revenues	Year Ending	Gross Revenues	Year Ending	Gross Revenues

12. Net Worth – The net worth of each individual owner does not exceed \$250,000 exclusive of the equity in each individual's primary residence (up to \$500,000) and exclusive of the equity in any business in which the individual is actively involved in the management and day-to-day operation of said business. If any ownership interest in Firm is held by an entity other than an individual, then the net worth analyzed will be that of the individuals ultimately owning the legal and/or beneficial interest in the entity which owns an interest in Firm. IF FIRM IS NOTIFIED THAT IT IS THE APPARENT LOW RESPONDENT OR RESPONDENT, FIRM SHALL SUBMIT TO THE SCHOOL BOARD SUCH FINANCIAL INFORMATION AS THE SCHOOL BOARD MAY REQUIRE IN ORDER TO ESTABLISH THAT EACH INDIVIDUAL OWNER MEETS THE NET WORTH LIMITATION. Sample list of information which may be requested by the Orange County School Board to establish each individual's net worth: 1. Articles of Incorporation, Articles of Organization or Partnership Agreement of Firm and other entities owned. 2. Each individual owner's balance sheet with a sworn statement as to accuracy and authorization for release of information by third parties to School Board. 3. Property titles.

13. Stock Options - Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties which restrict ownership or control of the owners. (Attach a separate sheet if necessary)

14. Nature of Business: Specify major services / products.

15. Are you authorized to do business in the state as well as locally, including all necessary business licenses?

- Yes  No

Firm's Authorized Representative Signature	Name (print or typed)	Title	Date



## MINORITY/WOMEN BUSINESS PARTICIPATION GUIDELINES

The Respondent understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twenty percent (20%) of the total cost of the purchasing contracts to be provided by minorities.

Accordingly, the Respondent hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with minority ownership: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of minority ownership of the company. Where the company has more than fifty-one percent (51%) minority ownership and is considered a minority owned business, the total amount of the order shall be used as the amount of participation.
2. Sale of material obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers.

DEFINITIONS - When used herein, the following terms will apply:

- a. "School Board" means the School Board of Orange County, Florida.
- b. "Minority Individual" means a person who is a citizen of the United States and who is Black, Hispanic, American Indian, or Asian.
- c. "Minority Business Enterprise" means (1) (a) an unincorporated business firm not less than 51 percent of the ownership of which is vested in one or more minority individuals or (b) an incorporated business firm not less than 51 percent of whose issued and outstanding shares are owned by one or more minority individuals, and (2) whose firm business affairs are controlled and operated on day-to-day basis by one or more minority individuals.
- d. "MBE" means a Minority Business Enterprise.
- e. "Women Business Enterprise" means (1) (a) an unincorporated business firm not less than 51 percent of the ownership of which is vested in one or more female individuals or (b) an incorporated business firm not less than 51 percent of whose issued and outstanding shares are owned by one or more female individuals, and (2) whose firm business affairs are controlled and operated on day-to-day basis by one or more female individuals.
- f. "WBE" means a Women Business Enterprise.

### Certificate of Minority/Women Participation

Responsibility for determining minority business participation by supplier shall be in the Contract Compliance Office of the School District in submitting a proposal to provide supplies, equipment, or services to the School District. The Respondent must include with the proposal the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Compliance Officers in the Office of Contract Compliance for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Respondent/supplier must demonstrate to the satisfaction of the Contract Compliance Officer for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/supplier with the goals for minority/women participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may apply to the Compliance Officer of the School District for a waiver. The Compliance Officer may grant a waiver when the supplier demonstrated that the supplier has made diligent, good faith efforts to meet the goals for minority/women participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the Minority/Women Business Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION if to do so would rebound to the benefit of the District in the increase of minority/women participation in contracts originating in the Procurement Services Department.



**SAMPLE**  
**CONTRACTOR'S AGREEMENT**  
**BETWEEN ORANGE COUNTY PUBLIC SCHOOLS**  
**AND**

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Orange County Public Schools, a political subdivision located 445 W. Amelia St., Orlando, FL 32801 hereinafter referred to as ("OCPS") and \_\_\_\_\_, a Florida corporation with the principal office located at \_\_\_\_\_ hereinafter referred to as (the "CONTRACTOR") to provide for \_\_\_\_\_.

Now therefore, in consideration of the mutual covenants hereinafter set forth, OCPS and CONTRACTOR agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of Bid \_\_\_\_\_, titled "\_\_\_\_\_" (General, Supplementary and other Conditions), School Board approval on \_\_\_\_\_, if applicable, drawings, technical specifications, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein.

**2) Term**

The period of this Agreement shall be for \_\_\_\_\_ year, beginning on <Date>, and ending on <Date>. This Agreement by mutual assent of the parties may be extended for <Number of additional> additional twelve (12) months or any portion thereof, up to a cumulative total of <Number> months.

**3) The Work**

The CONTRACTOR shall perform all work for OCPS as set forth below:

- a) CONTRACTOR shall furnish all labor, materials, and equipment necessary to \_\_\_\_\_ as identified in the Bid Document (and/or awarded by the School Board).
- b) CONTRACTOR shall perform all work outlined in the Specifications detailed in Bid # \_\_\_\_\_, to include the required \_\_\_\_\_.
- c) CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR's expense.
- d) CONTRACTOR shall provide OCPS with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- e) CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the CONTRACTOR, its employees, agents or , if any, with respect to the work and services described herein.
- f) Fingerprinting (Jessica Lunsford Act): Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

**4) Insurance**

CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by OCPS's Insurance and Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by OCPS, including Professional Liability when appropriate. CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. CONTRACTOR shall provide to Procurement Services certificates of all insurances required under this section prior to beginning any work under this Agreement. The CONTRACTOR will ensure that all comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

CONTRACTOR shall indemnify and hold OCPS harmless for any damages resulting from failure of the CONTRACTOR to obtain and maintain such insurance. CONTRACTOR's Liability Insurance policies shall be endorsed to add OCPS as an

additional insured. CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retentions on CONTRACTOR's Liability Insurance policies.

#### **5) Time of Completion**

Work shall be completed within \_ calendar days from date CONTRACTOR receives Notice to Proceed. Failure to complete the work within the terms specified shall result in a **\$100.00** per day penalty due from CONTRACTOR to OCPS.

#### **6) Contract Sum**

The unit prices and percentage discounts specified herein (Exhibit A, Bid No. <#>) will remain firm for the period of this Agreement.

#### **7) Payments**

Payment will be made for work that has been completed, inspected and properly invoiced. OCPS has up to thirty (30) days to review, approve and pay all invoices after receipt.

CONTRACTOR shall submit **two duplicate 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:

**Copy #1 To:** Orange County Public Schools  
Accounts Payable Department  
P.O. Box 4982  
Orlando, FL 32802

**Copy #2 To:** Orange County Public Schools  
Operations and Maintenance Department  
6501 Magic Way, Building 100B  
Orlando, Florida 32809.

A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Contractor for resolution of the discrepancies. **IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO RECONCILE THE PURCHASE ORDER AND THE CONTRACTOR'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.**

#### **8) Waiver of Liens**

Prior to payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, and/or CONTRACTORS who worked on the project that is the subject of this Agreement.

#### **9) Warranty**

CONTRACTOR warrants the workmanship and materials against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected areas or to interior structure. At the completion and formal approval and acceptance of all work associated with the project, a one year warranty period will begin. At this time, a warranty bond in an amount not less than 50% of the final contract amount must be submitted.

#### **10) Indemnification**

The CONTRACTOR shall indemnify and hold harmless OCPS, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the CONTRACTOR or its officers, employees, agents, , or independent CONTRACTORS, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of OCPS or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

Nothing contained herein is intended nor shall be construed to waive OCPS's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

#### **11) Non-Discrimination**

The CONTRACTOR agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The CONTRACTOR further agrees to insert the foregoing provisions in all subcontracts hereunder

except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

### 12) Independent Contractor

CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of OCPS. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR.

### 13) Assignment and Subcontracting

The CONTRACTOR shall not transfer or assign the performance required by the contract documents without the prior written consent of OCPS. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of OCPS.

### 14) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

**(1) ORANGE COUNTY PUBLIC SCHOOLS DEPARTMENT**

Procurement Services

Project Manager (Work Location Supervisor)

Attn:

445 W. Amelia St.

Orlando, FL 32802-0271

, FL

(Copy to OCPS Legal Council at the above address.)

CONTRACTOR

Attn:

Contractor Name:

Address

### 15) Termination

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, OCPS may without cause and without prejudice to any other right or remedy, terminate the agreement for OCPS's convenience whenever OCPS determines that such termination is in the best interest of OCPS. Where the agreement is terminated for the convenience of OCPS the notice of termination to the Bidder must state that the contract is being terminated for the convenience of OCPS under the termination clause. Upon receipt of the notice of termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub- CONTRACTOR s and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify OCPS against loss pertaining to this termination. Upon termination by OCPS, CONTRACTOR shall only be entitled to payment for services/work performed through the date of termination.

Default by CONTRACTOR: In addition to all other remedies available to OCPS, this Agreement shall be subject to cancellation by OCPS should the CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of five (5) business days after receipt by CONTRACTOR of written notice of such neglect or failure.

### 16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Orange County Public School Board in the annual budget for each fiscal year of this Agreement. This Agreement is subject to termination upon lack of or discontinuance of funding.

### 17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Orange County, Florida.

### 18) Signatory Authority

The CONTRACTOR shall provide OCPS with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

**19) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20) Merger; Amendment**

The Agreement between OCPS and CONTRACTOR consists of this document, conditions of Bid \_\_\_\_, titled "\_\_\_\_\_" (General, Supplementary and other Conditions), School Board approval, if applicable, drawings, technical specifications, all addenda issued prior to, and all modifications issued after, execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. This Agreement constitutes the entire Agreement between the CONTRACTOR and Orange County Public Schools, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONTRACTOR and OCPS.

**21) Audit;**

OCPS shall have the right upon written notice and for a period of three (3) years following delivery of the services/products hereunder, to audit all records and documents of the CONTRACTOR which OCPS deems related and or relevant to the services delivered by CONTRACTOR hereunder. IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, Orange County Public Schools and CONTRACTOR, duly authorized to execute same.

**CONTRACTOR**

WITNESS (Contractor):

For Contractor:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

CORPORATE SEAL

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Orange County Public Schools**

ATTEST:

For Orange County Public Schools:

By \_\_\_\_\_

By \_\_\_\_\_  
Nicholas M. Gledich, Chief Operations Officer

Date \_\_\_\_\_

Reviewed by \_\_\_\_\_