



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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4/21/2022

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY23-030 – School Bus Transportation**

Dr. Vickie L. Cartwright
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **School Bus Transportation**. Any questions regarding this ITB should be addressed to me, in writing via e-mail to michelle.wilcox@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

• **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)**
SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **SUBMITTAL REQUIREMENTS**
Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**
SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 9, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to michelle.wilcox@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Michelle Bryant Wilcox
Purchasing Agent III

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SECTION 2 – CALENDAR

Thursday, April 21, 2022

Release of ITB FY23-030

Wednesday, April 27, 2022

Vendor written questions due on or before 5:00 p.m. ET

Friday, May 6, 2022*

*Bids due on or before 2:00 p.m. ET

Bid opening will be at:

Technical Support Services Center (TSSC)

Procurement & Warehousing Services Department (Floor 3)

7720 West Oakland Park Blvd.

Sunrise, Florida 33351-6704

Tuesday, May 10, 2022

Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 3 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. 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 or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC 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.**
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. 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 SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **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. Instead 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.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6 of this ITB. Bidder shall take special notice that SBBC 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. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **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 shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement & Warehousing Services and on www.demandstar.com and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (Continued):
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.
51. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** 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 Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the contract award.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.
63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.
- Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.*
64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.
- Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.
65. **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate this Agreement. Termination pursuant to this section is not a breach of this Agreement and may not be considered as such.

SECTION 4 – SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **SCHOOL BUS TRANSPORTATION SERVICES**, from approved school bus companies interested in providing extra-curricular transportation services to transport students, staff, chaperones, advisors, etc., to and from athletic and scholastic events and field trips as specified herein. This contract may also be used for home to school and school to home and school to school (shuttles), supplemental bus routes or for any other additional service trips. In order to be considered for award of this ITB, the Bidder must be an "approved" school bus transportation service provider meeting the requirements of Pupil Transportation Services. The approval status can be found on this website address: <https://www.browardschools.com/Page/32530>. Also approved school bus vendors on the Miami-Dade County Public School's website can also be considered for award on this contract at the following website address <https://dot.dadeschools.net/#!/fullWidth/3335>. Bidders who submit a bid and are not on the approved List for school bus services, at the time of bid opening shall not be considered for award. **THIS BID IS NOT FOR MOTOR COACH TRANSPORTATION SERVICES.**

Transportation services may be single any trips to various sites through Palm Beach, Broward, and Miami-Dade, Counties, as well as including several overnight trips throughout the State of Florida. Companies awarded this contract shall be the only approved and qualified bus companies to provide these services to SBBC.

The price quoted, on the Bid Summary Sheet, shall include all costs associated with transporting students. Awardee(s) will receive individual Purchase Orders specifying the name and address of various schools and centers.

SBBC reserves the right to increase the pool of school bus companies to provide the services included in the ITB, if deemed necessary by SBBC. Subject to approval, additional providers may be added to the pool of awarded bus companies. Regardless as to the year, a bus company is added to the pool of awarded bus companies, all awards will be terminated at the end of this ITB.

One (1) **hard-copy bid(s) must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2022 and continuing through 6/30/2025**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract may be reduced to one year.
3. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 15 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

4. **AWARD:** In order to meet the needs of SBBC, awards will be made to all approved responsive and responsible Bidders (as stated in Special Condition 1) who comply with all specifications, terms, and conditions of this bid. These Awardees should then be in a favorable position to compete for SBBC's business, and those who offer the lowest net price and comply with all specifications and terms should obtain the largest volume of business.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Michelle Bryant Wilcox, **Procurement & Warehousing Services, 954-321-0503 or e-mail at michelle.wilcox@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Michelle Bryant Wilcox, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
6. **INVOICES:** Invoices Must include PURCHASE ORDER number and number of bus(es) provided and hourly rate or flat fee as identified on the Bid Summary Sheet. Invoices shall be submitted to THE School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Invoices must show the entire "SHIP TO" location exactly as shown on the Purchase Order.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
8. **PRICING/BILLING:** Unit price offered by Bidder shall include, but not be limited to, all equipment, drivers, services, insurance, fuel charges and any other expenses required to fulfill the requirements of each trip or route. Awardee(s) shall be compensated at the applicable contracted price, as provided on the Bid Summary Sheets offered and/or as approved by SBBC. SBBC will not pay any additional cost(s) above Awardee's bid price except for driver's lodging, meals and gratuity as stated in Special Condition 18. Failure to invoice correctly, by Awardee, shall result in invoice returned to Awardee for correction. Awardee shall provide detailed data, including a quotation, for each trip to verify invoice amount. Each quotation must include: date, time of pick-up, address (pick-up and drop-off), driver's name, and applicable price quoted. SBBC is not obligated to pay for services not invoiced within 90 days of service. SBBC reserves the right to adjust the invoice amount for services not rendered. Invoices billed at a different rate or unit of measure shall be rejected and returned to the Awardee for correction. Invoices submitted with a "fuel surcharge" shall not be paid and will be returned to Awardee for correction.
- THIS CONTRACT DOES NOT INCLUDE STUDENT COSTS FOR PARK OR TICKET ENTRIES, MEAL, LODGING, T-SHIR AND/OR PROMOTIONAL ITEMS.**
9. **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.
10. **BIDDING PREFERENCE LAWS: FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.

11. INVOICES:

- a. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
- i. Material release number OR the control number
 - ii. Purchase Order number
 - iii. A complete description of the items
 - iv. Itemized list price
 - v. Total dollar amount shall be net

Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

- b. Invoices are to be mailed to the address provided on the SBBC issued purchase order. Delivery copies, packing slips, and invoices to SBBC **MUST** include the following: 1) Purchase Order number, 2) A complete description of the items including serial number(s) where applicable, 3) Itemized list price, and 4) Total dollar amount shall be net. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**

12. ACH PAYMENTS: Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with bid requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to purchasinghelpdesk@browardschools.com. New vendors can do this as part of the supplier registration process described below. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

13. MINIMUM ORDER

- a. Bidder is to indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. **When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.**
- b. If Bidder wishes to set a minimum dollar or quantity amount, Bidder must indicate that information in the space provided on the Bid Summary Sheet. Failure to indicate a minimum dollar or quantity amount shall be considered as no minimum amount and as few as one unit may be ordered at the bid price.
- c. The actual quantity ordered may be as low as one each or unit, which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit that shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.
- d. Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

14. VALUE: No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

15. PRICE ADJUSTMENTS: Prices offered shall remain firm through the first three years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall be evaluated as needed. The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:

- a. The volatility is due to causes wholly beyond the vendor's control; and
- b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
- c. The effect on pricing or availability of supply is substantial; and
- d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

16. PRICE REDUCTIONS: If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

- 17. PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 18. FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.
- 19. W-9 FORMS:** All Bidders are requested to complete a W-9 form which can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid.
- 20. SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEET

BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains: Two (2) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

TAB 2 - PRICING:

SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEET (cont'd)

PART I - APPROVED SBBC SCHOOL BUS CONTRACTOR

Revised: September, 2013

INFORMATION ABOUT THE PROCESS TO BECOME AN APPROVED SBBC SCHOOL BUS CONTRACTOR

Thank you for your interest in becoming an Approved School Bus Contractor for The School Board of Broward County, Florida (SBBC). All bus contractors must meet all federal and state rules and regulations governing student transportation [e.g. Sections 1006.21-27 F.S., 1002.33 (20) (c) F.S., 1012.465 F.S., 1006 (Part 1) F.S., 1002.33 F.S., F.A.C. 6A-3.0141, DOT 49 CFR, Part 40]. In order to transport SBBC District and Charter school students on contracted home-to-school routes or school-sponsored field trips, all vehicles and drivers must complete the authorized process as described below:

THIS DOCUMENT CONTAINS FOUR (4) SECTIONS THAT YOU SHOULD COMPLETE SIMULTANEOUSLY.

SECTION 1 – STUDENT TRANSPORTATION & FLEET SERVICES (STFS) – DRIVER(S) INFORMATION

- A. School bus drivers submitted for authorization must have proof of 5 years of licensed driving experience and a review of their entire Driver's License history to ensure their record meets SBBC standards. A legible copy of the entire driving history must be provided to Transportation Administration. Using the SBBC School Bus Driver Screening Criteria, staff will obtain and review the lifetime driving history for all drivers. In addition, all drivers must obtain a Class A or B CDL with a Passenger and School Bus endorsement with no air brake restriction. All Approved School Bus Contractors must have at least two approved school bus drivers.
- B. All school bus drivers submitted for authorization must be fingerprinted for background screening in compliance with Florida Statute 1012.465. Fieldprint, Inc. has been contracted by SBBC to provide live scan and badging services. Fieldprint offers appointments for processing new enrollments and renewal/replacement badge services for SBBC. The necessary information to begin the process can be located at: www.fireldprint.com. The fee for this service is \$91.57, and is subject to change. Please contact your employer for further information.
- C. Florida State Department of Education's Administrative Rule 6A-3.0141 requires that all potential public school bus drivers complete a minimum of forty (40) hours of training, which would include the Florida School Bus Driver's Curriculum. That training must include at least eight (8) hours behind the wheel, and twenty (20) hours of classroom instruction to be documented for a total of 40 hours. In addition, the documentation must be submitted to SBBC – STFS. The Florida Department of Education publishes a Curriculum Manual (CD) for that training. To obtain a copy of that manual, contact Ms. Sabrina Stanley or designee at 754-321-4436 or visit www.fapflorida.org. There are 14 tests with 151 questions. The bus driver must have at least a seventy percent (70%) passing rate on each written test. STFS retains the right to administer the written tests by a STFS employee after training is completed by the vendor. Once the driver(s) have successfully passed all of the tests, a letter certifying completion of that training and will be forwarded to the company.
- D. The United States Department of Transportation Rule 49 CFR, Part 40 requires that CDL holders performing safety sensitive functions (including school bus drivers) participate in a federally approved drug and alcohol-testing program. Written documentation that indicates your company is participating in such a program must be submitted to the Risk Management Department, 600 S.E. 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301. School bus drivers submitted for authorization must have completed a federally approved pre-employment drug test within thirty (30) days prior to their name being submitted. A written copy of those results signed by a Medical Review Officer must be sent to the Risk Management Department. Proof that the driver is in a federally approved Random Drug Testing Pool must also be submitted quarterly. Contact Julianne Gilmore or designee at 754-321-1905 for further information.
- E. School bus drivers submitted for authorization are required to complete a dexterity test administered by a STFS employee. The test is intended to ensure the school bus driver is capable of operating the service door, vehicle control panel, and is able to exit the bus through the emergency door. This test is conducted at the North Transportation Training Center, located at 1751 NW 22nd Avenue, Pompano Beach, Florida. Please contact Ms. Simone Clowers or designee at 754-321-4480 to schedule this test. In order to complete this test, the school bus driver must bring one of your company's school buses that have a current blue SBBC inspection sticker.

**INFORMATION ABOUT THE PROCESS TO BECOME AN
APPROVED SBBC SCHOOL BUS CONTRACTOR**

SECTION 1 – STUDENT TRANSPORTATION & FLEET SERVICES (STFS) – DRIVER(S) INFORMATION

- F. School bus drivers submitted for authorization are required to complete a physical examination. A SBBC approved physician must complete this exam using the Florida Department of Education, ESE Form “479”, Medical Examiner’s Certificate. The list of approved physicians may be obtained by calling Ms. Jerrilyn Rodriguez or designee 754-321-4425. Drivers are required to maintain and carry a valid Medical Examiner’s Certificate with them at all times while operating a school bus under contract with SBBC. For Medical Certificate annual renewal information, see Item G below.
- G. Bus drivers who are on the approved list are required to complete certain items for annual renewal. The annual renewal date is determined by the expiration date on the Medical Examiner’s Certificate. Renewal items include an 8-hour in-service, dexterity test, physical examination, and proof of participation in a federally approved drug and alcohol testing program, and a review of lifetime driving record using school bus driver screening criteria. Annual re-certification is handled through STFS.

SECTION 2 – SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT – VENDOR NUMBER

- A. All private companies dealing with SBBC must have a vendor badge. Information regarding vendor numbers may be obtained by calling the Supply Management & Logistics Department at 754-321-0505.

SECTION 3 – RISK MANAGEMENT – INSURANCE

- A. Florida law and School Board policy require that all contractors maintain certain types of insurance (See **Section 7**, of the ITB). Prior to being placed on the Approved School Bus Contractor List, your company must comply with these requirements. Information concerning these requirements may be obtained from Mr. Aston Henry, Office of Risk Management at 754-321-1900 or Suet Cheung or designees at 754-321-1912.

SECTION 4 – STFS – VEHICLE MAINTENANCE

- A. Buses that are intended to be used for the transportation of SBBC students and/or charter school students on contracted home-to-school routes or school-sponsored field trips shall have an initial inspection to verify they meet the State of Florida Department of Education School Bus Specifications. Vehicle Maintenance should be contacted to schedule an inspection of each bus. If the bus was pre-owned, it is important to know what state or school district the bus was manufactured for. Please have that information available at the time of the initial inspection. Approved School Bus Contractors are required to maintain at least two school buses in their fleet, one of which must be a spare bus. For information regarding the date mandated thirty (30) day school bus inspection, see item “B” below. Each bus is subject to an Inspection Fee of \$107 (subject to change) if completed by the STFS Vehicle Maintenance Department.
- B. Upon notification that the insurance requirements have been met, Vehicle Maintenance must be notified of the D.O.E. certified inspector that will conduct the State mandated thirty (30) day inspection, if the vendor decides to use an outside source for inspections. The bus(es) must be inspected every thirty (30) school days and a copy of the inspection delivered to the central Vehicle Maintenance team. State certified inspectors shall conduct the inspection. Upon the first successful completion of the inspection, a blue SBBC sticker with an expiration date shall be affixed to the right windshield. Buses that pass the inspection will be issued a new blue inspection sticker that will indicate the next expiration date. Buses that fail the inspection will have their blue sticker removed and may not be used for SBBC students or charter school students on contracted home-to-school or school sponsored field trips until the bus is repaired, re-inspected and receives a valid blue SBBC inspection sticker.

SECTION 5 – BID SUMMARY (PRICING) & SPECIFICATIONS SHEET (cont'd)

PART II – CONTRACT PERFORMANCE

- A. **ARRIVAL:** All Awardee's school bus(es) must be prompt and arrive at the required location/school on or before the specified time for the trip. Awardee(s) failing to perform as required by this ITB, including no-show, partial or total, may be considered in default of their contract. Awardee(s) must be able to have school buses available as early as 8:00 am and travel as late as 10:00 pm. Failure to comply with this requirement shall result in default of contract.
- B. **INVOICES:** Invoices **MUST** include **PURCHASE ORDER** number and number of bus(es) provided and hourly rate or flat fee provided on the Bid Summary Sheet. Invoices shall be submitted **in duplicate** to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Invoices must show the entire "SHIP TO" location exactly as shown on the Purchase Order.
- C. **PRICING/BILLING:** Unit price offered by Bidder shall include, but not be limited to, all equipment, drivers, services, insurance, fuel charges and any other expenses required to fulfill the requirements of each trip or route. Awardee(s) shall be compensated at the applicable contracted price, as provided on the Bid Summary Sheets offered and/or as approved by SBBC. SBBC will not pay any additional cost(s) above Awardee's bid price except for driver's lodging, meals and gratuity as stated in Special Condition 18. Failure to invoice correctly, by Awardee, shall result in invoice returned to Awardee for correction. Awardee shall provide detailed data, including a quotation, for each trip to verify invoice amount. Each quotation must include: date, time of pick-up, address (pick-up and drop-off), driver's name, and applicable price quoted. SBBC is not obligated to pay for services not invoiced within 90 days of service. SBBC reserves the right to adjust the invoice amount for services not rendered. Invoices billed at a different rate or unit of measure shall be rejected and returned to the Awardee for correction. Invoices submitted with a "fuel surcharge" shall not be paid and will be returned to Awardee for correction.
- D. **CANCELLATIONS:** Awardee(s) will accept cancellations made by SBBC, up to two days prior to the date of services, without incurring monetary penalties from Awardee. Awardee's scheduled services: If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.
- E. **PAYMENTS:** All trips shall be paid "**AFTER**" Services are rendered. Awardee(s) will be allowed to collect a small security deposit, for field trips, which will not exceed 20% of the total invoice prior to scheduled services. If, in the opinion of SBBC, Awardee(s) fails to satisfactorily perform the required services, the following actions will occur:
- i. SBBC reserve the right to assess appropriate damages and deduct said damages as specified herein for services in default, and pay the remaining balance due to Awardee(s); and/or
 - ii. SBBC has the right to withhold payments from Awardee(s) for non-compliant trip(s). Payment(s) shall be withheld until Awardee(s) and SBBC reach an acceptable resolution to unsatisfactory issues encountered during trip(s). SBBC shall only pay full and final payments to Awardee(s) after full satisfactory service(s) have been rendered.
- F. **UNINTERRUPTED "ON-TIME" SERVICE:** Awardee(s) shall maintain sufficient quantities of school buses to provide school bus transportation services for extra-curricular, supplemental (bus routes) and summer program transportation services with appropriate passenger capacities. The anticipated or unanticipated loss of a school bus due to preventative maintenance, mechanical breakdowns, extraordinary assignments outside this ITB, penalties will apply for interrupted services (See Special Condition 19)
- G. **CAPACITY AND TRANSPORT:** Awardee(s) shall not transport more students than the rated capacity for the school bus being used. Awardee(s) shall not transport any individual, not authorized by SBBC, in the same school bus transporting SBBC students.

H. **DRIVERS:**

- i. Drivers must have a good to excellent driving record, as verified by Awardee(s), with a State of Florida license check. Awardee(s) shall ensure that all drivers are trained before transporting students. Awardee(s) must ensure that all drivers comply with the Omnibus Transportation Employee Training Act (OTETA) of 1991, or as amended.
- ii. All Awardees must be in strict compliance with the Omnibus Transportation Employee Testing Act of 1991, as amended, 49 CFR Part 40 (Drug and Alcohol Testing Procedures), 49 CFR Part 382 (Drug and Alcohol Testing Requirements) and 49 CFR 391 (Driver Qualifications). Furthermore, all Awardees must provide to SBBC's Pupil Transportation Department, written proof that Awardee conducts drug and alcohol testing on their drivers. Failure to comply with applicable laws and regulations shall result in Awardee being found in default of contract and removed from the approved Awardee list.
- iii. Awardee(s) shall ensure that all school bus drivers are alert and capable of performing their assigned duties.
- iv. All drivers shall be neat and clean in their appearance. All drivers are required to dress in appropriate attire.
- v. All drivers employed by Awardee(s) must demonstrate the ability to verbally communicate effectively in English with those persons, students, and staff with whom they come into contact.
- vi. Driver must drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
- vii. Awardee(s) shall be responsible to have their drivers, assigned to SBBC, receive a background screening in compliance with the Jessica Lunsford Act before the drivers are assigned trips (See General Conditions 54). Drivers who have been convicted of any of the criminal offenses, stated on **ATTACHMENT-G**, are considered unacceptable, and must not be assigned trips for SBBC.
- viii. Drivers must wear an SBBC issued Photo Identification Badge at all times (**See General Conditions 54**) **Failure to wear this Badge will result in the cancelation of the trip at the Awardee's expense.**
- ix. All drivers contracted under this ITB are required to drive trips exactly as scheduled by SBBC. Drivers shall not alter or modify any trip without prior written approval by SBBC.
- x. SBBC reserves the right, at any time, to approve or reject any driver. The decision of SBBC regarding qualifications, acceptance or rejection of any driver under this ITB shall be final and binding on Awardee(s).
- xi. Drivers shall comply with SBBC's procedures and practices in securing student passengers, car seats, travel chairs, crutches, walkers and orthopedic equipment at all times. Drivers shall comply with SBBC's procedures and practices for seating, supervision, and providing services to severely and physically handicapped children.
- xii. Drivers are prohibited from using cell phones (talking and texting) while transporting students.

I. **COMMUNICATION:** All school buses shall be equipped with operable "Two-way" communication device(s) capable of communication with Awardee from anywhere within the tri-county area and State of Florida.

J. **ACCIDENTS:** Awardee(s) shall immediately notify SBBC, Pupil Transportation, by telephone of any accident/incident involving a school bus while transporting students. Awardee(s) shall provide SBBC, Pupil Transportation, with an accident report that will be followed by a written investigative report, submitted to SBBC, at no cost within five (5) to ten (10) days from date of accident.

K. **DRIVER'S LODGING, MEALS AND GRATUITY:** SBBC will reimburse Awardee for driver's lodging, gratuities, and meals when staying overnight, at same motel/hotel as SBBC's group or an equivalent value motel/hotel nearby. SBBC shall only pay for the "exact cost" of the motel/hotel room and meals with no cost mark-ups. SBC reserves the right to review the original invoice(s) from the hotel/motel and restaurant(s), prior to payment, to verify the exact costs charged to SBBC. Meals and lodging costs will follow the School Board Policy 3400 – Per Diem and Traveling Expenses.

L. **INSPECTION AND MAINTENANCE:** All school buses used for this ITB must be inspected and properly maintained in accordance with Florida Statutes, State of Florida Department of Education, SBBC Pupil Transportation and any other transportation requirements. (See **Section 5 – Bid Specifications – Part I - APPROVED SBBC SCHOOL BUS CONTRACTOR**)

M. **SUBCONTRACTING:** Awardee(s) shall not subcontract SBBC's transportation requirements to another vendor that is not approved by SBBC Pupil Transportation Department.

- N. **CONFIRMATIONS:** When services are required, SBBC will contact Awardee(s) of its choice, and in turn, Awardee(s) must adhere to or provided the following within two business days of notification:
- i. SBBC will provide Awardee with a request for quote outlining the requested trip and details (dates, time, number of students, etc), Awardee will provide SBBC with a detailed trip itinerary to include, but not be limited to lodging (if required) the number of school buses required, hourly or flat rate as per the bid summary sheet.
 - ii. Awardee must charge the same cost of services that were included in Awardee's original proposal or as approved by SBBC. No additional changes will be allowed except as stated within this ITB.
 - iii. Awardee must confirm with school the number of school buses required for the trip to verify request.
 - iv. Receipt of SBBC Purchase Order indicating required services will be binding an Awardee.
 - v. If a security deposit is required, twenty percent (20%) or less of the invoice amount will be provided to Awardee by SBBC.
- O. **LEVIES:** There shall be no levy or special assessment charge for fuel allowed.
- P. **PENALTIES (Failure to perform/Liquidated Damages):** The following will be assessed for penalties and liquidated damages under this contract:
- i. Breakdowns, failure to follow schedules, dispatching scheduling conflicts, or problems caused by drivers, which results in "no service" are considered failure to perform, which may result in assessing damages. As a result of this penalty, the invoice shall not be paid and any security deposit shall be returned to SBBC in full.
 - ii. One hundred and fifty (\$150) dollars per school bus per day will be assessed for each instance which results in the following
 - i. Failure to provide an adequate number of experienced school bus drivers to provide trip coverage when "on-time" school bus service is interrupted due to, but not limited to mechanical breakdown, accidents or driver absences;
 - ii. Erratic driving (falling asleep, weaving or speeding in excess of speed limit)
 - iii. Late arrival or return to school (2+ hours)
 - iii. Fifty (\$50) dollars per school bus per day may be assessed for each instance which results in the following:
 - i. Failure of availability and accessibility of dispatch staff for trip duration;
 - ii. Failure to notify schools of substitute school bus (one size school bus for another size school bus), or combination of smaller capacity school bus(es) for a larger capacity school bus, or a larger capacity school bus for a combination of a smaller capacity school bus(es) without prior approval by school.
 - iii. Failure of the driver to know directions to arrive at the destination
 - iv. Late arrival or return to school (1 hour – up to 2 hours)
 - iv. Assessment of penalties and/or liquidated damages or other deductions required under this contract, shall in no way relieve the Awardees(s) of its obligation to provide sufficient services, school buses or drivers, or in meeting any of the term and conditions of this ITB. Liquidated damage assessments may not be considered the final assessment (determination) of damages suffered by Awardee's breach of contract.
 - v. There will be no penalties charged to Awardee(s) due to force majeure, if trip is non-compliant to ITB specifications.

SECTION 6 – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) AFFIRMATIVE PROCUREMENT INITIATIVES (API)

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.**

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

- a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.
- b) For Information on "How to become certified", visit our website at www.browardschools.com/Page58415

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. To qualify as an MBE, the enterprise

annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in

this Policy, the enterprise shall meet the size standards for being “small” as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBEs).

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises (SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, S/M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the SMWBE Annual Aspirational Goals: This non-mandatory goal encourages all Bidders/Proposers to voluntarily engage SBBC Certified SMWBE firms as subcontractors. Prime Bidders may establish the scope of work and the percentage of participation based on the total contract value. Scope of work includes suppliers, ancillary services, transportation, task and activities described as services/specifications on the solicitation. The percentage of participation for SBBC Certified SMWBEs may range from 0.5% to 45% for ancillary services, and from 1% to 45% for task/activities under the description of services/specifications on the final contract.

*****NOTE TO BIDDERS*****

S/M/WBE Prime Bidders shall complete and submit Document Form 00470 – Statement of Intent – listing percentage of self-performance

In the event Prime Bidder intends to subcontract to SBBC-Certified S/M/WBE firm, Document *Form 00475* and Document Form 00470 must be completed and submitted with proposal, detailing the scope of work and dollar amount to perform as it relates to the services as described in this ITB.

It is the responsibility of the proposer/bidder to provide one of the following evidences of subcontractor SBBC-Certification:

- a. SBBC SMWBE Certificate or
- b. SBBC Letter of SMWBE Certification

Also visit browardschools.com/Page/59879 for the list of current SBBC certified firms.

Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.

Reporting Requirements:

If Awarded, the Awardee shall Log into the [SDOP Management System \(SMS\)](#) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: www.browardschools.com/Page58415

SECTION 7 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
2. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
3. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

4. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
5. **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
 - i. New vendors will receive an email notification requesting account verification and insurance agent information.
 - ii. Existing vendors will receive an email notification of the current status.
6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
 - i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
 - iii. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.
8. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all the attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

1. Document Number 00470 - Statement of Intent

Document [Link](#):

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00470%20Statement%20of%20Intent%202021.pdf>

Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470

Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:

PROJECT #:

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity

2. Document Number 00475 - Participation Schedule Form

Document [Link](#):

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00475%20Participation%20Schedule%202021.pdf>

Document Preview:



Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475

Attachment _____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION

Solicitation #:		Project Number:	
Project Name:			
Project Location:			
Bidder/Proposer:			

3. Document Number 00480 - Good Faith Effort Form

Document [Link](#):

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/19315/00480%20Good%20Faith%20Effort%20Form.pdf>

Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM


DATE:

CONTACT INFORMATION

Solicitation Title:	
Solicitation #:	

The following form is due after Bid has been awarded:

1. Document Number 00485 – Utilization Report
Document Link: <https://www.browardschools.com/Page/59114>
Document Preview:

 BROWARD County Public Schools		Economic Development Diversity Compliance Department Supplier Diversity Outreach Program		E/S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT DOCUMENT NUMBER 00485	
SECTION I - GENERAL INFORMATION					
Project#:	Project Name:	RFQ/ITS #:			
Invoice #:	Reporting Period:	Committed Contract Goal Percentage:			
Prime Contractor Name:		Current Contract Amount:			
Prime Contractor Street Address:		Contract Start Date:			
Prime Contractor Phone Number:		Contract End Date:			
Prime Contractor Email Address:					

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/59879>

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this [link](http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35):

<http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – BIDDER PREFERENCE

See Special Condition 10

LEGAL OPINION OF BIDDER PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with the bid, shall be considered to be non-responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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 shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 days after such conviction.
5. Shall 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. I am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Signature)

Personally known ☐ or Produced Identification ☐

(Type of Identification)

Notary Public State of: _____

My commission expires: _____

(Printed name of notary public)

(seal/stamp above)

(Notary Public Signature)

ATTACHMENT F – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Bidder Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT G – VENDORS/CONTRACTORS SCREENING GUIDELINES

The School Board of Broward County, Florida Vendors/Contractors Screening Guidelines

The District will not hire any applicant who has been convicted of the following disqualifying offenses, regardless of the date of the prior offense or convictions. Criminal records including guilty pleas (regardless of adjudication), no contest pleas, or entry into a pre-trial intervention/diversion program may also disqualify an applicant for employment. (This list is not intended to be a complete list of all disqualifying offenses.)

Felonies (WILL NOT HIRE)

- Abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Adult abuse, neglect, or exploitation of aged persons or disabled adults
- Aggravated assault
- Aggravated battery
- Arson
- Battery on a detention or commitment facility staff member or a juvenile probation officer
- Carjacking
- Causing, encouraging, soliciting, or recruiting another to join a criminal street gang
- Child abuse, aggravated child abuse, or neglect of a child
- Contributing to the delinquency or dependency of a child
- Coordinating the commission of theft in excess of \$3,000
- Dealing in stolen property
- Drug abuse prevention and control, if the offense was a felony of the second degree or greater severity
- Exhibiting firearms or weapons at a school-sponsored event, on school property or within 1,000 feet of a school
- Exploitation of an elderly person or disabled adult
- False imprisonment
- Female genital mutilation
- Fraudulent sale of controlled substances
- Home-invasion robbery
- Incest
- Introduction, removal, or possession of contraband at a correctional facility
- Introduction, removal, or possession of contraband at a juvenile detention facility or commitment program
- Kidnapping
- Leading, taking, enticing or removing a minor beyond the state limits or concealing the location of a minor with criminal intent pending dependency proceedings or proceedings concerning alleged abuse or neglect of a minor
- Lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled person
- Lewdness and indecent exposure
- Luring or enticing a child
- Manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child or aggravated manslaughter of an officer, firefighter, and emergency medical technician or a paramedic
- Murder
- Obscenity
- Possession an electric weapon or device, destructive device, or other weapon at a school sponsored event or on school property
- Prostitution
- Resisting arrest with violence
- Robbery
- Robbery by sudden snatching

- Sexual activity with or solicitation of a child by a person in familial or custodial authority
- Sexual battery
- Sexual misconduct in juvenile justice programs
- Sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Sexual performance by a child
- Taking, enticing or removing a child beyond the state limits or concealing the location of a minor with criminal intent pending custody proceedings
- Theft from persons 65 years of age or older
- Unlawful sexual activity with certain minors
- Video voyeurism
- Voyeurism
- Currently on probation or has a case pending that is a DUI or criminal in nature

Misdemeanors (WILL NOT HIRE)

- Battery, if victim of the offense was a minor
- Luring or enticing a child
- Currently on probation or has a case pending that is a DUI or criminal in nature

Federal or Other State Offenses (WILL NOT HIRE)

- Criminal act committed in another state or under federal law which, if committed in this state constitutes an offense prohibited under and statute listed

Registered Juvenile Sex Offenders (WILL NOT HIRE)

- Delinquent act committed in this state or any delinquent or criminal act committed in another state or under federal law which, if committed in this state qualifies an individual or inclusion on the Registered Juvenile Sex Offender List

Case-by-Case Review

- Arrest without violence
- Contraband
- Disorderly conduct
- Domestic violence
- DUI – less than three (3) incidents
- Extortion
- Forgery/repeated insufficient funds check-writing
- Identity theft
- Larceny and grand larceny
- Loitering
- Misdemeanor drug or paraphernalia (consider most recent of offense)
- Petty theft
- Exhibiting weapons or firearms at school events, property or within 1,000 feet of a school (possession of electrical weapon or device)
- Trespassing
- Vehicular homicide
- Welfare and unemployment fraud

ATTACHMENT H – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.

✂

FROM: _____
(Company Name)

TO:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: PURCHASING AGENT NAME HERE
BID: FY23-030)

SECTION 9 – STATEMENT OF “NO BID”

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of “No Bid” Sheet and return, before the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name: _____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	Reasons for “NO Bid”:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

END OF ITB