



**St. Lucie  
Public Schools**  
Purchasing Department  
9461 Brandywine Lane  
Port St Lucie, FL 34986  
Voice – (772) 429-3980

**Invitation to Bid  
(ITB)**

**REQUIRED RESPONSE FORM**  
Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 43 Pages

Bids will be opened March 30, 2022, 3:00 pm and may not be withdrawn within 90 days after such date and time.

BID NO.

**22-24**

MAILING DATE:  
**March 9, 2022**

BID TITLE:  
**Charter Bus Services**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE: TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where Bids were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c) and School District Policies

*I certify that this Bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the bidders and that the bidders is in compliance with all requirements of the Request for Bid, including but not limited to, certification requirements. In submitting a Bid, the bidders offers and agrees that if the Bid is accepted, the bidders will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the bidders.*

**Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED NAME OF PERSON SIGNING

Public Domain

**I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.**

**Bid Certification**

***I hereby certify that I am submitting the following information as my company's Bid and understand that by virtue of executing and returning with this Bid this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any Addendum released hereto. INVITATION TO BID***

This BID, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this Bid and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this BID to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

**SEALED BIDS:** Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids become public record and are available for public review in accordance with Section 119.071, Florida Statutes. All bids shall be submitted via the Bonfire portal (instructions provided in following sections). It is the sole responsibility of the bidder to ensure their proposal is uploaded on or before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of Bids for acceptance of its Bid by the Board.

**AWARDS:** In the best interest of the District, the School Board reserves the right to reject any and all Bids and to waive any irregularity or minor technicalities in Bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation 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.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

**SEALED BIDS:** This executed BID page and Bid Summary page(s) must be returned with the BID in order for the Bid to be considered for award. All Bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this BID shall be reason for termination of contract.

1. **EXECUTION OF BID:** BID must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign Bid shall invalidate same, and it shall not be considered for award. All Bids must be completed in ink or typewritten. Corrections must be initialed by the person signing the Bid. Any corrections not initialed will not be tabulated. The original Bid conditions and specifications cannot be changed or altered in any way. Altered Bids may not be considered. Clarification of Bids submitted shall be in letter form, signed by the bidders and attached to the Bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will 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 will not be a consideration in determination of award of Bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the 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 will be at bidder's risk.
  - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
  - D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this Bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this Bid if it is in its best interest to do so.
  - E. **CONDITIONS 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 the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, show 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 holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the Bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of Bid submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
  - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her Bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the Bid.
12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this Bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.
- The MSDS must include the following information:
- A. The chemical name and the common name of the toxic substance.
  - B. The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosively and reactivity;
    - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.
  - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.
14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **NON-DISCRIMINATION.** No person shall, on the basis of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by either party, except as provided by law.
16. **ADVERTISING:** In submitting a Bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their Bid the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED BID CONSIDERED AN OFFER:** This signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of Bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their Bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will not be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will not be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland AntiKickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.
28. The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

**TABLE OF CONTENTS**

1. INTRODUCTION ..... 5

2. INSTRUCTIONS TO BIDDERS ..... 5

3. AWARD ..... 10

4. CONTRACT PERIOD..... 11

5. PAYMENT TERMS/INVOICING ..... 11

TERMS AND CONDITIONS..... 11

ATTACHMENT A - DEFINITIONS..... 23

ATTACHMENT B - DRUG-FREE WORKPLACE CERTIFICATION ..... 24

ATTACHMENT C - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT ..... 25

ATTACHMENT D - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT ..... 26

ATTACHMENT E - CLIENT REFERENCES ..... 28

ATTACHMENT F - GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS..... 29

ATTACHMENT G - STATEMENT OF “NO” RESPONSE..... 30

ATTACHMENT H - PRICING SCHEDULE ..... 31

ATTACHMENT I – CONTRACTOR QUESTIONNAIRE..... 32

ATTACHMENT J – CERTIFICATION REGARDING DEBARMENT ..... 34

ATTACHMENT K - REFERENCE QUESTIONNAIRE ..... 36

ATTACHMENT L - NOTIFICATION TO SHORT-TERM WORKERS..... 39

ATTACHMENT M – SCRUTINIZED COMPANY CERTIFICATION..... 40

ATTACHMENT N - PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS ..... 41

ATTACHMENT O – CHARTER BUS REPRESENTATIVE ..... 42

ITB SUBMITALL CHECKLIST ..... 43

1. INTRODUCTION

1.1. **PURPOSE**

The purpose and intent of this Invitation to Bid is to secure prices and establish a term contract with multiple vendors for field trip charter bus service in and out of county, as specified herein. Vendors who are approved through the bidding process will be included in a list of approved vendors sent to all schools/departments. Schools/department will be directed to utilize companies that are listed on the approved vendor list for transportation services.

All bidders shall disclose with their bid the name of any Officer, Director, or Agent who is an employee of St. Lucie Public Schools County, Florida.

2. **INSTRUCTIONS TO BIDDERS**

2.1. **Authorized SLPS Representative/Public Notices/SLPS Discretion**

Bidder's response to this ITB and any inquires by Bidder during this ITB process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "ITB Schedule" for the submittal of written inquires prior the bid opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to Bonfire at <https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities> and on the SLPS Purchasing website.

Kim Albritton  
St. Lucie Public Schools  
Purchasing Department  
9461 Brandywine Lane  
Port St Lucie, FL 34986  
Ph: 772-429-3980

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the Board shall be final.**

2.2. **Proposed ITB Schedule**

Listed below are the dates and time by which stated actions must be taken or completed. SLPS may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Date/Time	Action
March 9, 2022	ITB release date
March 17, 2022, 3:00 p.m.	Cut-off for request for clarifications and technical questions
March 30, 2022, 3:00 p.m.	Bids Due

2.3. **Bidder Inquires**

A. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the

Bidder in responding to this ITB. The Bidder shall examine this ITB to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this ITB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder. Requests for clarification and technical questions to this ITB must be received by SLPS no later than the date shown in Section 2.2, entitled "Proposed ITB Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date described above shall be considered to constitute the Bidders' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this ITB, if any, which shall be sent to all Bidders as specified in Section 2.1.

- B. Any inquiries from the Bidder concerning this ITB shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Bidder who is submitting the inquiry.
- C. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

#### 2.4. Pre-Bid Conference

None.

#### 2.5. Bid Due Date

Bids must be submitted electronically thru Bonfire. The St Lucie Public Schools bid portal is located at the following address: <https://stlucieschools.bonfirehub.com/opportunities>.

Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for Bid submission time and date shown above.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 2.2. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission. The District will not accept late submission due to technological difficulties.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. St. Lucie School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

## 2.6. Bid Opening Date

Bids will be opened in Business Services conference room located at 9461 Brandywine Lane, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed ITB Schedule". **Bids will be opened for the sole purpose of recording the names only of the bidders submitting written bids.**

## 2.7. Required Submittal Forms

Any document listed below that is not submitted with proposal will be cause for non-acceptance of the respective proposal and the proposal will be considered nonresponsive, subject to the Board's right to waive any minor irregularities in any proposal and seek clarification of information submitted.

- a. Required Response Form - signed
- b. Pricing Schedule

Exceptions to any of St. Lucie County's terms and conditions may be cause for non-acceptance of your bid.

## 2.8. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Bonfire (<https://stlucieschools.bonfirehub.com>)

If the Bidder desires to protest the recommended selection(s), if any, the Bidder must file with the Purchasing Department:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

## 2.9. Bid Validity Period

Any submitted bids, shall in its entirety, remain a valid bid for ninety (90) days after the bid submission date. Any bid on which the Bidder shortens the time for acceptance may be rejected.

## 2.10. Disposition of Bids

All Bids become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any Bids received in response to this ITB. Any parts of the Bid or any other material(s) submitted to SLPS with the Bid that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. SLPS's selection or rejection of a Bid will not affect this exemption.

**2.11. Economy of Presentation**

SLPS is not liable for any costs incurred by a Bidder in responding to this ITB.

**2.12. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this ITB shall be considered as duly authorized expression on behalf of SLPS.

**2.13. State Licensing Requirements**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a Bid in response to this ITB, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITB, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Bidder shall contact the Florida Secretary of State's Office at (850) 245-6500.

**2.14. Procurement Rules**

The Bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for SLPS's rejection of the proposal.

**2.15. Force Majeure**

Under the resulting contract, if any, neither Purchaser nor Contractor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

**2.16. Compliance with Laws**

The successful Bidder shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety.

**2.17. Assignment and Amendment of Contract**

Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Bidder without the prior written consent of SLPS. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and SLPS with the same degree of formality evidenced in the contract resulting from this ITB.

**2.18. Governing Law and Jurisdiction**

Any contract resulting from this ITB shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

**2.19. Severability**

In the event any provision, or any part or portion of any provision of a resulting contract from this ITB shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

**2.20. Non-Waiver of Rights**

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

**2.21. Release, Indemnification, and Hold Harmless Agreement**

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this

agreement shall be borne by the contractor/bidder.

The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive School Board of St. Lucie County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

## **2.22. Ethical Business Practices**

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or Bid therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

The Board reserves the right to deny award or immediately suspend any contract resulting from this request for Bid pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

## **2.23. Davis-Bacon Act (34 CFR 80.36(i)(4))**

When applicable, all vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

## **2.24. Compliance with the Copeland "Anti-Kickback" Act**

When applicable, the contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

## **3. AWARD**

In order to meet the needs of various departments/schools and in the best interest of the School District, The District intends to award this contract to all respondent(s) that offer the best overall value to the District and who comply with the terms and conditions. It shall be at the sole discretion of the District to make an award for creation of a vendor list. To be considered, responders MUST complete ALL information requests on the Pricing Schedule and Vendor Information Document included within this bid. Failure to do so may result in your bid being rejected.

SCHOOL BOARD reserves the right to:

- a. Reject any and all bids received by it.
- b. Waive minor informalities in any bid.
- c. Award item by item
- d. Award by group
- e. Accept any bid or part thereof, which in its judgment, will be for the best interest of the School Board of St. Lucie County, Florida.

The School Board reserves the right to make multiple awards in the best interest of the School Board. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment.

#### **4. CONTRACT PERIOD**

The initial contract period will be a one (1) year term with the option to renew the contract for two (2) additional one-year periods. The contract may be renewed, by mutual written agreement

#### **5. PAYMENT TERMS/INVOICING**

The payment terms are Net 45 Days from receipt and acceptance of goods or services and invoice from Bidder. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is specified in s. [218.73](#). **No payments are authorized in advance of receipt of service, nor for services not covered under this agreement or for services not acceptable to the School District of St. Lucie County.**

#### **TERMS AND CONDITIONS**

#### **6. DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID**

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. Including: (Responsive)
  1. Total Cost.
  2. Delivery.
  3. All technical specifications associated with this bid.
- B. The greatest benefits to the School District as it pertains to: (Responsible)
  1. Past Performance. In order to evaluate past performance, all bidders are required to submit:
    - a. A list of references with the bid and;
    - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
  2. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors.

**7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this agreement shall be borne by the contractor/bidder.

**8. ACCESS AND AUDITS**

The successful Bidder shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the successful Bidder's responsibility to ensure that all required records are provided to the School District at the successful Bidder's expense.

**9. ENTIRETY OF CONTRACTUAL AGREEMENT**

The School District and the Contractor agree that this ITB sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

**10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS**

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.

- D. Accept and utilize any and all ideas submitted in any proposal.
- E. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may to amend the contract with mutual agreement.

**11. CANCELLATION OF AWARD/TERMINATION**

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
  - a. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
  - b. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
  - c. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
  - d. The vendor violates any federal, state or local laws.
  - e. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders/Proposers list for a period of three years.

**12. DEFAULT**

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

**13. MINOR BID EXCEPTIONS**

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

**14. NON - EXCLUSIVE RIGHTS**

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

**15. LEGAL REQUIREMENTS**

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

**16. CONFLICT OF INTEREST**

All Bidders must disclose the name of any officer, director, or agent who is also an employee of the District. All Bidders must disclose the name of any District employee who owns, directly or indirectly, any interest in the Bidders' business or any of its branches.

**17. PUBLIC RECORDS LAW**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 9461 BRANDYWINE, PORT ST LUCIE, FL 34986.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contact, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 9461 BRANDYWINE, PORT ST LUCIE, FL 34986.

**18. PERMITS AND LICENSES**

The Bidder(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

**19. INTELLECTUAL PROPERTY RIGHTS**

The Bidder(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the Bidder(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the Bid prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

**20. SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and the District.

The Bidder(s) will be fully responsible to the District for the acts and omissions of the Sub-Bidder(s) and their employees.

After award of contract, any changes in subcontractors shall require prior School District written approval.

**21. INDULGENCE**

Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this proposal.

**22. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, F.S., as amended, 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 for a period of 36 months from the date of being placed on the convicted vendor list.

The Bidder(s) certifies by submission of this ITB, 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.

### **23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without prior written consent of the School District.

The Bidder herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

### **24. RIGHTS AND PRIVILEGES**

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

### **25. JESSICA LUNSFORD**

As a condition of the award, the successful Contractor shall, at its expense, ensure that all of the Contractor's employees and the employees of Contractor's subcontractors who will be permitted access on School grounds when students are present meet the background screening requirements of **Section 1012.465 Florida Statute**, (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of the contract.

Information regarding compliance procedure is available by calling the School Board of St. Lucie County's District Office at (772) 429-7504, (772) 429-7502, or (772) 429-7516.

### **26. DISCLAIMER**

This Invitation to Bid (ITB) is not an offer of purchase. It is a request for product/service information and costs to assist the School District to make an acquisition decision and enter into a contract with the successful Bidder for the commodities/services outlined in the Scope of Work and the Bid documents. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

### **27. COLLUSION**

The School Board of St. Lucie County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. **Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.**

**28. DELIVERY**

Bidder shall bid net costs of all goods and services requested and all bids shall include all transportation to destination and inside delivery.

**29. QUANTITY**

Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the St. Lucie Public Schools. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

**30. TIME IS OF THE ESSENCE**

The Contractor acknowledges that time is of the essence to complete the work as specified within this bid. The contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified and bid.

If the Contractor neglects, fails, or refuses to complete the work within the time specified and bid, as properly extended by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School Board the sum of **\$75.00** for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but, as liquidated damages for breach of Contract, as set forth herein.

**31. NON-APPROPRIATIONS CLAUSE**

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board, and, with thirty days prior written notification to the Contracting Party, the School Board may elect to not renew the Agreement for the upcoming fiscal year. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

**32. PIGGY-BACK, COOPERATIVE PRICING**

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this bid, at their own discretion. Further, it is understood that each school district/board or agency will issue its own purchase order to the awarded bidder(s).

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this ITB, your firm acknowledges that it is in full agreement.

**33. TIE BIDS**

In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference may be given in the award in the following order:

- i. Has a drug-free workplace program in conformance with FSS Chapter 287.
- ii. School Board Policy 7.70(3)(h)
- iii. If all items equal, a coin toss will decide award.

**34. ADDITIONAL SERVICES**

Additional services shall include services that are not requested in this Invitation to Bid, but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.

**35. PRICE ESCALATION**

In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this Contract, the School District will consider a price adjustment requested in writing by the Contractor.

Upon receipt of a Contractor's written request for a price adjustment, the School District will consider pricing adjustment based on the following conditions:

- A. There is a verifiable price increase of the goods or services to the supplier.
- B. The price increase is reasonable and supported by third-party documentation such as manufacturers' or distributors' price changes or changes in industry related indices.
- C. The Contractor shall submit the above information to the Director of Financial Operations thirty (30) calendar days prior to the effective date of the price increase. Approval of a pricing increase is at the sole discretion of the School District.

The Director of Financial Operations will review the information to determine if it is in the best interest of the School District to adjust the pricing on the in conjunction with the contractor's effective date of price increase. The School District reserves the right to deny any requests for price increases.

**36. SECTION 287.084(1)(A). FLORIDA STATUTES**

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

**37. CHECK UNIT PRICES**

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

### **38. SECTION 448.095, FLA. STATUTE**

A. Section 448.095, F.S., requires the Contractor to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors.

(i) The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

(iii) The Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. The Contractor must provide evidence of compliance with Section 448.095, F.S., by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.

D. Failure to comply with this provision by the Contractor or a subcontractor is a material breach of the Agreement and the School Board shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Contractor may not be awarded a contract with the School Board for at least one year after the date this Agreement is terminated.

### **39. PROCEDURES/SCHEDULING**

Schools / Departments will contract with the transportation companies approved through the bid process. They will operate under the following procedures when ordering contracted transportation services. Transportation companies agree to follow the procedures by responding to the bid.

1. Transport students on field trips daily and/or on weekends throughout the county and state.
2. The school/department will prepare an itinerary and email or fax to the vendor.
3. The vendor will provide a quote for the cost for each trip to the requesting school/department. Quotes shall be itemized in accordance with items referenced in the Pricing Schedule of this bid.
4. The school/department will, upon acceptance of the quote, either enter a requisition which will be processed into a purchase order and dispatched to the vendor.
5. Receipt of a District purchase order will be binding on the vendor to provide services as stated. The purchasing department reserves the right to adjust the amount of the purchase order for services not rendered.
6. The vendor will accept cancellations made by the school/department up to three (3) business days prior to date of trip with no penalty.
7. The school/department will provide one or more School District approved chaperones per bus to accompany students on all trips.
8. The vendor shall immediately report any problems regarding student behavior to the approved chaperones and follow up with a written report to the school/department representative responsible for organizing the trip.
9. Any trips in excess of twenty-four (24) hours or out of state will be negotiated by the school/department with the appropriate and approved vendor(s) that can meet their needs.

### **40. BUS/VEHICLE REQUIREMENTS**

Vehicles used for charter bus service may not be manufactured prior to 2002. **Vehicle fleet lists (to include**

**vehicle VIN #, age, style #, and model #, capacity, and last annual DOT inspection report) for each vehicle must be submitted with bid.** As fleet changes occur, current documentation must be provided for each vehicle. All vehicles used in the execution of this contract must be routinely inspected and properly maintained in accordance with the manufacturer's suggested standards and state and federal regulations. Maintenance records shall be maintained by the Contractor and be available for audit upon request. Prior to leaving the depot, the vehicle must be thoroughly checked to ensure that air conditioning and other comfort items are in proper working order and that there are not deficiencies that would compromise safety or reliability. All vehicles must meet or exceed all applicable Federal and State of Florida Motor Vehicle Safety Standards and The Florida Department of Education Standards for student transportation. The Contractor shall possess all necessary and applicable licenses, permits and authority as may be required by federal, state or local laws for the operation of the business and its vehicles. All vehicles must be clearly identified with the company name and vehicle number; they must be clean, both inside and outside, have a full tank of fuel upon arrival at the school site and be cellular telephone or two-way radio equipped. If furnished vehicles have restrooms, they shall be thoroughly cleaned and sanitized prior to pick up

#### **41. COMMUNICATION**

All Interstate Commerce Commission carrier buses must be able to communicate with other buses if traveling (in groups) and the main office at all times by means of mobile radio, portable radio, and/or cellular telephone. The price for this communication service should be included with the price submitted on the Pricing Schedule. Communication between all buses involved in a particular trip must be available at all times.

#### **42. PERFORMANCE**

Vendors failing to perform as required by this contract, including no-shows, partial or total, may be considered in default and the award terminated by the Purchasing Department.

#### **43. VENDOR REQUIREMENTS:**

All awarded vendors providing services as Interstate Commerce Commission carriers must be in full compliance with federal and state guidelines. Vendors must have available upon request the following.

1. Copies of all current annual inspection reports, for all buses used to transport St Lucie County School District students upon request.
2. Current medical and drug test verification upon request for all approved drivers.
3. Monthly inspection reports on each bus which provides transportation. In addition, the facility repair records, bus records, buses and drivers information including the driver's evaluation criteria and frequency must be available upon request during site visits. Site visits will be random and will be scheduled by a representative of the St Lucie County School District, to determine whether bid requirements are being adhered to. All operational procedures and buses must meet all State and Federal Motor Carrier Laws and be registered as a regulated common Interstate Commerce Commission carrier. The District reserves the right to request documentation for proof of compliance to applicable laws.
4. The vendor's Policies and Procedures manual must be available upon request by the St Lucie County School District purchasing department.
5. The awarded vendor shall have an English speaking supervisor/representative present at all times during field trips / charter bus service.

#### **44. PROCEDURES THAT MUST BE FOLLOWED IN CASES OF EMERGENCY, ACCIDENTS OR BREAKDOWNS.**

Safety of the students must be the highest priority at all times.

In case of emergency, accident, or breakdown, one of the following solutions will be followed.

- a. Ensure that the school/department is immediately notified of the situation.
- b. Ensure a replacement Charter Bus (preferably from vendor's fleet) responds as soon as possible.
- c. Submit a written report to the school/department detailing the emergency/accident and the steps taken to resolve the situation.

#### **45. QUALIFICATION OF EMPLOYEES**

All employees assigned by the vendor for the performance of work under this contract shall be physically able to do their assigned work. It shall be the vendor's responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required.

The personnel employed by the vendor shall be capable employees, age 25 years or above, qualified in this type of work.

All drivers for Interstate Commerce Commission carriers must have a current commercial driver license and proof of such must be available upon request by the St Lucie County School District purchasing department or the School/Department requesting the service.

It is the vendor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with immigration policies.

Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

A non-smoking policy shall be in effect. The District requires that no smoking be permitted on any buses transporting students.

The vendor shall make sure that every employee on the vendor's work force is provided an identification badge. The badge shall include a picture of the agent, shall specify the name of the holder of the badge, the name of the vendor, and shall be signed by both the vendor and holder of the badge. Also, the employee shall wear the badge issued by the School District which indicates the individual has passed a background check.

The vendor shall ensure that all employees wear their badges on the outside of their apparel at all times when transporting students.

The vendor shall require employees to dress in their work attire when reporting for duty.

The vendor's Policies and Procedures shall prohibit its employees from using cell phones, for either talking or texting while transporting students.

Alcohol, drugs, or any illegal substances are strictly prohibited on School District property. The vendor's Policies and Procedures shall prohibit its employees from possessing or being under the influence of alcohol, drugs, or any illegal substances while transporting students. The School District shall require that the awarded vendor perform random drug testing on its employees who will be servicing the School District.

#### **46. FAILURE TO DELIVER**

Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three (3) years.

#### **47. INSPECTION OF FACILITIES**

It is a requirement of this bid that vendors have an adequate local stock of buses to supply the requirements of the District. Therefore, the District reserves the right, prior to the awarding of this bid, to inspect bidder's facilities to determine if in the opinion of the School District's representative the bidder's local stock is adequate to meet the Purchasing requirement.

### ATTACHMENT A - DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bid.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract. Interchangeable with the term Vendor, Proposer and Bidder.
4. **EMERGENCY**- When a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops or when unforeseen circumstances arises causing loss or reduction of essential services or items that pose a threat to public health and safety.
5. **PRE-BID or PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal due date, which disseminates to all Bidders or Bidders in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the School District.
6. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
7. **INVITATION TO BID (ITB)** means an offer by a vendor to sell a product or service for a specific price that is based on the specifications or scope of the purchaser.
8. **RESPONSIBLE BIDDER, OFFERER, QUOTER, CONTRACTOR OR RESPONDENT** means an (1) individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance; and (2) Individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with requirements contained within the solicitation
9. **SCHOOL DISTRICT** means the St. Lucie County School District, the School Board of St. Lucie County, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term Contractor, Proposer and Bidder.

**ATTACHMENT B - DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/RFP certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
Date \_\_\_\_\_  
VENDOR'S SIGNATURE

### ATTACHMENT C - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Effective immediately, any vendor or contractor conducting business with a Florida School District must submit to a Level 2 fingerprint screening. This includes any vendor or contractor that may:

- Be at school when students are present;
- Have direct contact with students; or
- Have access to or control of school funds

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. If you have any questions please contact the Human Resources Department at 772-429.7500 or [Fingerprints@stlucieschools.org](mailto:Fingerprints@stlucieschools.org). Results will be received and reported to the Human Resources Department.

#### Fingerprinting - Contractors / Vendors

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$72.00 and must be paid prior to being printed. **ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.** To schedule a fingerprinting appointment:

1. Visit [www.fieldprintflorida.com](http://www.fieldprintflorida.com)
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. On the "Reason for Fingerprinting" page, please click on the text "I know my Fieldprint Code". In the box provided, enter FPStLucieVendorBPrints **\*\*NOTE: Please do not select from the pull down menu.\*\***
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or [customerservice@fieldprint.com](mailto:customerservice@fieldprint.com).

In addition, please provide written verification to St Lucie Public Schools that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov> . Verification should be mailed to St. Lucie Public Schools Attn: Lynn Louderback, Fingerprint Specialist, Human Resources at 9461 Brandywine, Port St Lucie, FL 34986

As you add new employees, please contact the Human Resources office to make appointments for fingerprinting.

**The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.**

\_\_\_\_\_  
Vendor/Company Name

\_\_\_\_\_  
Printed - Authorized Representative's Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**ATTACHMENT D - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT**

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

**INSURANCE**

**1. General Liability**

**COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:**

EACH OCCURRENCE	\$2,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$5,000,000
GENERAL AGGREGATE	\$5,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

**2. Automobile Liability**

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

**3. Workers' Compensation**

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

- 1) Vendor is an Independent Contractor.

Signature\_\_\_\_\_

2) Vendor is an employer in the non-construction industry, who employs less than four part-time or full-time employees.

Signature\_\_\_\_\_

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
- C. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Department, School District of St. Lucie County, Florida, at (772) 429-5520.

\_\_\_\_\_  
Vendor/Company Name – Print

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

\_\_\_\_\_  
Date

**ATTACHMENT E - CLIENT REFERENCES**

Please submit a list of three (3) references that the Contractor has conducted business with and provided similar services within the past five years so that we may contact them, if needed.

**Client Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Client Contact Person** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Client Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Client Contact Person** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Client Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_ **Zip Code** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Client Contact Person** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**ATTACHMENT F - GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS**

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

---

Vendor Name:

---

Address

---

Phone

---

E-PO Designated Email Address:

---

Contact Person

**ATTACHMENT G - STATEMENT OF "NO" RESPONSE**

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the ITB Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department 9461 Brandywine, Port St Lucie, FL 34986.** (Please print or type)

BID/ITB # \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

We, the undersigned, have declined to respond because of the following reasons:

√	<b>Reasons for "NO" Response:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT H - PRICING SCHEDULE**

Pricing will only be accepted thru Bonfire's online portal, please only use the Excel provided through Bonfire.

**ATTACHMENT I – CONTRACTOR QUESTIONNAIRE**

VENDOR NAME: \_\_\_\_\_

Information in this document will be used by the District in determining the responsibility and qualifications of a bidder. There **MUST** be a response to all questions in this document. Proposers who do not respond to all questions may be eliminated from the bidding process.

**BASED ON THE RESPONSES PROVIDED BY THE PROPOSER, IT SHALL BE AT THE SOLE DISCRETION OF THE DISTRICT TO MAKE AN AWARD FOR CREATION OF A VENDOR LIST.**

State the number of years your company has been in the business of providing charter bus transportation services.	
What are your evaluation criteria and how often are the bus drivers evaluated?	
How often are physicals given to your bus drivers?	
How do you check to determine whether there is a criminal history associated with your bus drivers?	
What documents do you require to determine the bus driver’s previous driving history?	
To ensure bus drivers are qualified, describe the criteria used when administering written and road tests.	
Is your company compliant with the Omnibus Transportation Employee Testing Act of 1991? A copy of the proposer’s compliance will be required within (3) days upon request.	
How often are scheduled safety meetings held?	
All equipment must be fully operational and buses must be properly serviced, maintained and cleaned. How often are road safety checks scheduled? How often are buses cleaned?	

How often are defensive driving classes conducted?					
Provide an inventory listing of the buses intended to be used for operation under this contract					
Year	Make	Model	Vin#	Passenger Capacity	Last Annual Inspection Date
All buses must be equipped with Television and VCR/DVD accessibility for out of county and out of state trips with no exception. Televisions must be equipped to provide subtitles for the hearing impaired. Are your buses equipped with this equipment?					
What other amenities do your buses offer? (Examples – restroom, luggage compartment, air conditioning, climate control interiors, reclining seats, arm and foot rests, window shades/tinting, stereo/CD access, PA system)					
Wheel chair accessibility – The St Lucie County School District acknowledges its responsibilities under the American with Disabilities Act (ADA) of 1990. The District expects all proposers to be knowledgeable about and comply with the requirements of the ADA. The District has a policy that requires inclusion of handicapped students in all programs. Therefore, vendors must have buses with wheel chair left access when servicing the District. Please acknowledge whether your buses have wheel chair lift access.					
Are you registered with the Federal Motor Carrier Safety Administration? If yes, please supply your Federal Motor Carrier Number.					

If additional space is needed, please list question on a separate sheet of paper and reference the document in the above box.

**ATTACHMENT J – CERTIFICATION REGARDING DEBARMENT**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

1. The prospective lower tier participant certifies, by submission of the proposal, 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.
  
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 PR/Award Number or Project

---

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

---

Signature(s)

Form AD-1048 (1/92)

### **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
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 whom 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,” “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 form that, should 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 participants 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 form that it will include this 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 lower tier covered transaction that 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 Nonprocurement List.
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 the transaction authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily 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 K - REFERENCE QUESTIONNAIRE**

The St. Lucie Public School (SLPS) as a part of the ITB process requires proposing Vendor to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The Bidder is required to send the following reference form to each business reference listed on Attachment E. The business reference, in turn, is requested to submit the Reference Form directly to the SLPS by the date indicated on the form for inclusion in the evaluation process. The form and information provided will become a part of the submitted bid. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by SLPS by the date indicated on the reference form.

**ATTACHMENT K - REFERENCE QUESTIONNAIRE  
ST. LUCIE PUBLIC SCHOOLS  
ITB 22-24  
CHARTER BUS SERVICES**

FOR: \_\_\_\_\_  
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **March 30, 2022**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the solicitation number and title listed at the top of this page.

**Company Providing Reference** \_\_\_\_\_  
**Contact Name and Title/Position** \_\_\_\_\_  
**Contact Telephone Number** \_\_\_\_\_  
**Contact Email Address** \_\_\_\_\_

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?  
\_\_\_\_\_ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

**ATTACHMENT L - NOTIFICATION TO SHORT-TERM WORKERS**  
**As Required by The Asbestos Hazard Emergency Response Act (AHERA)**  
**Presented in accordance with 40CFR S763.84 (d) as published in the Federal Register,**  
**Vol. 52, No. 210, October 30 1987, p. 41848**

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Pursuant to federal law, short-term workers such as contractors, consultants, subcontractors and all employees of the aforementioned and other short-term workers, hereinafter known as the PROVIDER, are hereby informed that asbestos containing materials, hereinafter known as ACM, may be present at some sites owned by the DISTRICT.

At each facility there is a document commonly known as the Management Plan hereinafter known as PLAN, which identifies the type amount and location of ACM within the facility. PLAN is updated periodically to reflect changes in asbestos condition, asbestos removals, and asbestos repairs.

It is imperative that PROVIDER ensure that its employees are aware of and instructed to seek the PLAN, through the office of the school/facility administrator, before commencing any activity that might deliberately or inadvertently disturb ACM.

Federal Law, EPA regulations, Florida DER regulations, and DISTRICT management prohibit the disturbance of ACM by any individual who is not accredited under the Asbestos Hazard Emergency Response Act of 1986 (AHERA), further the legal disturbance of ACM must be coordinated through and approved by DISTRICT'S Asbestos Program Manager(s) and evidence thereof must be obtained by PROVIDER in writing, prior to the commencement of work.

The management of PROVIDER must certify, in writing, in a form acceptable to the DISTRICT, that all employees of said management have been made aware of the existence of the PLAN available at each facility, further that said employees have been directed to consult the PLAN before performing any service which could, deliberately or inadvertently, disturb ACM.

The provisions of this document shall survive the closing and performance of any contract, bid request, request for proposal, purchase order, informal request involving PROVIDER'S visit/inspection of DISTRICT'S facilities, and subsequent correction of defects, providing corrective action, warranty service and/or maintenance service.

Inasmuch as PROVIDER may, from time to time, perform services to and for DISTRICT, it is intended that this notification stand in perpetuity and refer to each and every facility and any/all equipment owned and/or operated by DISTRICT.

-----  
**EXECUTE BUT DO NOT DETACH**  
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PROVIDER acknowledges having read and understood the foregoing and will ensure that all of PROVIDER'S employees understand the provisions set forth herein, and seek the PLAN for each school/facility and other wise comply with all provisions hereinbefore described.

Name and address of PROVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of PROVIDER'S management designee \_\_\_\_\_ DATE \_\_\_\_\_

Typed name of PROVIDER'S management designee \_\_\_\_\_

**ATTACHMENT M – SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran’s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: \_\_\_\_\_

SIGNATURE and DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT N - PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

To be completed by each Proposer

Name of Proposer: \_\_\_\_\_

Identify state in which Proposer has its principal place of business: \_\_\_\_\_

**If you principal place of business is in the State of Florida, you do not need to proceed any further.**

If outside of Florida, identify the political subdivision (County or Municipality) in which Proposer has its principal place of business: \_\_\_\_\_

NOTE: Florida Statute Section 287.084(2) states 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 subdivisions, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

**LEGAL OPINION REGARDING STATE BIDDING PREFERENCES**

**(To be completed by the Attorney for an Out of State Vendor, please select one)**

The Proposer's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of the 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 Proposer'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 laws).

\_\_\_\_\_  
Signature of out of state proposer's attorney: \_\_\_\_\_

Printed name of out of state proposer's attorney: \_\_\_\_\_

Telephone number of out of state proposer's attorney: \_\_\_\_\_

Email of out of state proposer's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_

**ATTACHMENT O – CHARTER BUS REPRESENTATIVE**

**Charter Bus Representative Information**

	Primary	Alternate
Representative:		
Company Name:		
Company Address:		
City/State/Zip:		
Telephone:		
Fax Number:		
Cell Phone:		
Emergency Number:		
Email Address:		

**Completed by:**

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**ITB SUBMITALL CHECKLIST**

The below list is provided to assist proposers to ensure the necessary documents are included within the response. The below does not need to be returned and is simply a guide and consolidation of the information in the bid document.

Included	Item
	Required Response Form
	Attachment B - Drug-Free Workplace Certification
	Attachment C - Jessica Lunsford Act Compliance Agreement
	Attachment D - Insurance Requirements And Hold Harmless Agreement
	Attachment E - Client References
	Attachment F - Green Procurement - Electronic Purchase Order Process
	Attachment H - Pricing Schedule
	Attachment I - Contractor Questionnaire
	Attachment J - Certification Regarding Debarment
	Attachment L - Notification To Short-Term Workers
	Attachment M – Scrutinized Company Certification
	Attachment N - Principal Place of Business
	Vehicle Fleet List