



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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SUPPLY MANAGEMENT & LOGISTICS
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

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January 16, 2014

ROBERT W. RUNCIE
Superintendent of Schools

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid - 14-064V, School Bus Transportation Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **School Bus Transportation Services**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in the Supply Management & Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 scan and send via e-mail to charles.high@browardschools.com. Your response to the Statement of "No" Bid is very important to the Supply Management & Logistics Department when creating future ITBs.

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

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

TABLE OF CONTENTS

| <u>SECTION</u> | | <u>Page</u> |
|----------------|--|-------------|
| 1 | Bidder Acknowledgement..... | 1 |
| 2 | Submittal Requirements | 1 |
| 3 | General Conditions..... | 2 |
| 4 | Special Conditions..... | 8 |
| 5 | Bid Summary Sheets..... | 14 |
| 6 | FORMS AND ATTACHMENTS | |
| | ➤ Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship | 15 |
| | ➤ Drug-Free Workplace | 16 |
| | ➤ Insurance Requirements..... | 17 |
| | ➤ W – 9 Form..... | 18 |
| | ➤ ACH Payment Agreement..... | 22 |
| 8 | Statement of “No Bid” | 23 |
| | Attachment A – Information About The Process To Become An Approved SBBC School Bus Contractor | |
| | Attachment B – Vendors/Contractors Screening Guidelines | |



The School Board of, Broward County, Florida
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

| | | | |
|---|----------------------------|---|---|
| DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): FEBRUARY 6, 2014 | ITB NO.: 14-064V | RELEASE DATE : January 16, 2014 | PURCHASING AGENT: Mr. Charles High 754-321-0527 |
|---|----------------------------|---|---|

Bids must be submitted to the Supply Management & Logistics Department and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

| | |
|--|--|
| Bidder's Name and state "Doing Business As", where applicable: | "REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left. |
| Address: | P.O. Address: |
| City: | |
| State: Zip Code: | City: |
| Telephone Number: | State: Zip Code: |
| Toll Free Number: | Contact: |
| Fax Number: | Telephone Number: |
| E-Mail Address of Authorized Representative: | Toll Free Number: |
| E-mail Address to Send Purchase Orders: | Fax Number: |
| Federal Tax Identification Number: | |

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond Special Condition __ | <input type="checkbox"/> Descriptive Literature Special Condition __ | <input type="checkbox"/> Licenses Special Condition __ | <input type="checkbox"/> Material Safety Data Sheets Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization Special Condition __ | <input type="checkbox"/> References Special Condition __ | <input type="checkbox"/> Bidder Questionnaire Special Condition __ | <input type="checkbox"/> Other _____ Special Condition __ |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

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

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims 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 or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, 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 Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board 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) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, 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 office of the Supply Management & Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), 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 state holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management & Logistics no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of SBBC, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management & Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on **FEBRUARY 13, 2014 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

36. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management & Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

40. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive."**

- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754- 321-2150 or Teletype Machine TTY 754-321-2158.
45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.

47. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management & Logistics Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.l1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.idenlogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.**
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
b) All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**
57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.

59. **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

INVITATION TO BID

SECTION 4, SPECIAL CONDITIONS

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

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

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

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

2. **TERM:** The award of this bid shall establish a contract for the period beginning from **date of award and continuing through June 30, 2017**. Bids will not be considered for a shorter period of time. The price quoted must be firm throughout the contract period stated in Special Condition 6, Price Adjustments. Services will be ordered on an as-needed basis.
3. **AWARD:** In order to meet the needs of SBBC, award will be made to all approved responsive and responsible Bidders (as stated in Special Condition 1) who comply with all specifications, terms and conditions of this bid. These Awardees should then be in a favorable position to compete for SBBC's business, and those who offer lowest net price and comply with all specifications and terms should obtain the largest volume of business.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this SBBC for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Charles V. High, C.P.M., A.P.P., MBA, Supply Management & Logistics Department, 754-321-0527 or e-mail at charles.high@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Mr. High**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at a firm unit price, for the purchase of services listed. The term of the bid shall be for approximately three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. The price shall be firm through the period stated in Special Condition 6 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **PRICE ADJUSTMENTS: Price offered shall remain firm through June 30, 2017.** A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the renewal date of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract price equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
7. **INVOICES:** Invoices **MUST** include **PURCHASE ORDER** number and number of bus(es) provided and hourly rate or flat fee provided on the Bid Summary Sheet. Invoices shall be submitted **in duplicate** to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Invoices must show the entire "SHIP TO" location exactly as shown on the Purchase Order.
8. **PRICING/BILLING:** Unit price offered by Bidder shall include, but not be limited to, all equipment, drivers, services, insurance, fuel charges and any other expenses required to fulfill the requirements of each trip or route. Awardee(s) shall be compensated at the applicable contracted price, as provided on the Bid Summary Sheets offered and/or as approved by SBBC. SBBC will not pay any additional cost(s) above Awardee's bid price except for driver's lodging, meals and gratuity as stated in Special Condition 18. Failure to invoice correctly, by Awardee, shall result in invoice returned to Awardee for correction. Awardee shall provide detailed data, including a quotation, for each trip to verify invoice amount. Each quotation must include: date, time of pick-up, address (pick-up and drop-off), driver's name, and applicable price quoted. SBBC is not obligated to pay for services not invoiced within 90 days of service. SBBC reserves the right to adjust the invoice amount for services not rendered. Invoices billed at a different rate or unit of measure shall be rejected and returned to the Awardee for correction. Invoices submitted with a "fuel surcharge" shall not be paid and will be returned to Awardee for correction.

This contract does not include student costs for park or ticket entries, meal, lodging, t-shirts and/or promotional items.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

9. **ARRIVAL:** All Awardee's school bus(es) must be prompt and arrive at the required location/school on or before the specified time for the trip. Awardee(s) failing to perform as required by this ITB, including no-show, partial or total, may be considered in default of their contract. Awardee(s) must be able to have school buses available as early as 8:00 am and travel as late as 10:00 pm. Failure to comply with this requirement shall result in default of contract.
10. **CANCELLATIONS:** Awardee(s) will accept cancellations made by SBBC, up to two days prior to the date of services, without incurring monetary penalties from Awardee. Awardee's scheduled services canceled by SBBC, less than two days prior to date of scheduled trip, will receive a penalty payment from SBBC of 10% of Awardee's invoice amount or \$100.00, whichever is less. If the cancellation is a result of non-compliance (or default) for contract conditions or the school bus is canceled by Awardee(s), Awardee shall receive no payment for cancellation of trip.
11. **PAYMENTS: All trips shall be paid "after" services are rendered.** Awardee(s) will be allowed to collect a small security deposit, for field trips, which will not exceed 10% of the total invoice prior to scheduled services. If, in the opinion of SBBC, Awardee(s) fails to satisfactorily perform the required services, the following actions will occur:
- a) SBBC reserves the right to assess appropriate damages and deduct said damages as specified herein for services in default, and pay the remaining balance due to Awardee(s); and/or
 - b) SBBC has the right to withhold payments from Awardee(s) for non-compliant trip(s). Payment(s) shall be withheld until Awardee(s) and SBBC reach an acceptable resolution to unsatisfactory issues encountered during trip(s). SBBC shall only pay full and final payments to Awardee(s) after full satisfactory service(s) have been rendered.
12. **PENALTIES (Failure to perform/Liquidated Damages):** The following will be assessed for penalties and liquidated damages under this contract:
- a) Breakdowns, failure to follow schedules, dispatching scheduling conflicts, or problems caused by drivers, which results in "no service" are considered failure to perform, which may result in assessing damages. As a result of this penalty, the invoice shall not be paid and any security deposit shall be returned to SBBC in full.
 - b) **One hundred and fifty (\$150) dollars** per school bus per day will be assessed for each instance which results in the following:
 - i) Failure to provide an adequate number of experienced school bus drivers to provide trip coverage when "on-time" school bus service is interrupted due to, but not limited to, mechanical breakdown, accidents or driver absences;
 - ii) Erratic driving (falling asleep, weaving or speeding in excess of speed limit)
 - iii) Late arrival or return to school (2+ hours)

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

12. **PENALTIES (Failure to perform/Liquidated Damages) Continued:**

- c) **Fifty (\$50) dollars** per school bus per day may be assessed for each instance which results in the following:
- i) Failure of availability and accessibility of dispatch staff for trip duration;
 - ii) Failure to notify school of substitute school bus (one size school bus for another size school bus), or combination of smaller capacity school bus(es) for a larger capacity school bus, or a larger capacity school bus for a combination of a smaller capacity school bus(es) without prior approval by school.
 - iii) Failure of the driver to know directions on how to arrive at the destination.
 - iv) Late arrival or return to school (1 hour – up to 2 hours)
- d) Assessment of penalties and/or liquidated damages or other deductions required under this contract, shall in no way relieve the Awardee(s) of its obligation to provide sufficient services, school buses or drivers, or in meeting any of the terms and conditions of this ITB. Liquidated damage assessments may not be considered the final assessment (determination) of damages suffered by Awardee's breach of contract.
- e) There will be no penalties charged to Awardee(s) due to force majeure, if trip is non-compliant to ITB specifications.

13. **UNINTERRUPTED "ON-TIME" SERVICE:** Awardee(s) shall maintain sufficient quantities of school buses to provide school bus transportation services for extra-curricular, supplemental (bus routes) and summer program transportation services with appropriate passenger capacities. Anticipated or unanticipated loss of a school bus due to preventative maintenance, mechanical breakdowns, extraordinary assignments outside this ITB; penalties will apply for interrupted services (See Special Condition 12).

14. **CAPACITY AND TRANSPORT:** Awardee(s) shall not transport more students than the rated capacity for the school bus being used. Awardee(s) shall not transport any individual, not authorized by SBBC, in the same school bus transporting SBBC students.

15. **DRIVERS:**

- a) Drivers must have a good to excellent driving record, as verified by Awardee(s), with a State of Florida license check. Awardee(s) shall not use drivers to fulfill contract requirements that have suspended or revoked driver licenses. Awardee(s) shall ensure that all drivers are trained before transporting students. Awardee(s) must ensure that all drivers are in compliance with the Omnibus Transportation Employee Training Act (OTETA) of 1991, or as amended.
- b) All Awardees must be in strict compliance with the Omnibus Transportation Employee Testing Act of 1991, as amended, 49 CFR Part 40 (Drug and Alcohol Testing Procedures), 49 CFR Part 382 (Drug and Alcohol Testing Requirements), and 49 CFR 391 (Driver Qualifications). Furthermore, all Awardees must provide to SBBC's Pupil Transportation Department, written proof that Awardee conducts drug and alcohol testing on their drivers. Failure to comply with applicable laws and regulations shall result in Awardee being found in default of contract and removed from the approved Awardee list.
- c) Awardee(s) shall ensure that all school bus drivers are alert and capable of performing their assigned duties.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

15. **DRIVERS (Continued):**
- d) All drivers shall be neat and clean in their appearance. All drivers are required to dress in appropriate attire.
 - e) All drivers employed by Awardee(s) must demonstrate the ability to verbally communicate effectively in English with those persons, students and staff with whom they come into contact.
 - f) Driver must drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
 - g) Awardee(s) shall be responsible to have their drivers, assigned to SBBC, receive a background screening in compliance with the Jessica Lunsford Act before the drivers are assigned trips (See General Condition 7.30). Drivers who have been convicted of any of the criminal offenses, stated on **Attachment B**, are considered unacceptable, and must not be assigned trips for SBBC.
 - h) Drivers must wear an SBBC issued Photo Identification Badge at all times (See General Condition 51). **Failure to wear this ID Badge will result in cancellation of trip at Awardee's expense.**
 - i) All drivers contracted under this ITB are required to drive trips exactly as scheduled by SBBC. Drivers shall not alter or modify any trip without prior written approval by SBBC.
 - j) SBBC reserves the right, at any time, to approve or reject any driver. The decision of SBBC regarding qualifications, acceptance or rejection of any driver under this ITB shall be final and binding on Awardee(s).
 - k) Drivers shall comply with SBBC's procedures and practices in securing student passengers, car seats, travel chairs, crutches, walkers and orthopedic equipment at all times. Drivers shall comply with SBBC's procedures and practices for seating, supervision, and providing services to severely and physically handicapped children.
 - l) Drivers are prohibited from using cell phones (talking and texting) while transporting students.
16. **COMMUNICATION:** All school buses shall be equipped with operable "Two-Way" communication device(s), capable of communicating with Awardee from anywhere within the tri-county area and State of Florida.
17. **ACCIDENTS:** Awardee(s) shall immediately notify SBBC, Pupil Transportation, by telephone of any accident/incident involving a school bus while transporting students. Awardee(s) shall provide SBBC, Pupil Transportation, with an accident report that will be followed by a written investigative report, submitted to SBBC, at no cost within five (5) to ten (10) days from date of accident.
18. **DRIVER'S LODGING, MEALS AND GRATUITY:** SBBC will reimburse Awardee for driver's lodging, gratuities, and meals when staying overnight, at same motel/hotel as SBBC's group or an equivalent value motel/hotel nearby. SBBC shall only pay for the "exact cost" of the motel/hotel room and meals with no cost mark-ups. SBBC reserves the right to review the original invoice(s) from the hotel/motel and restaurant(s), prior to payment, to verify the exact costs charged to SBBC. Meals and lodging costs will follow the School Board Policy 3400 - Per Diem and Traveling Expenses.
19. **INSPECTION AND MAINTENANCE:** All school buses used for this ITB must be inspected and properly maintained in accordance with Florida Statutes, State of Florida Department of Education, SBBC Pupil Transportation and any other transportation requirements. (See **Attachment A**)
20. **SUBCONTRACTING:** Awardee(s) shall not subcontract SBBC's transportation requirements to another vendor that is not approved by SBBC Pupil Transportation Department.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 4, SPECIAL CONDITIONS (Continued)

21. **CONFIRMATIONS:** When services are required, SBBC will contact Awardee(s) of its choice, and in turn, Awardee(s) must adhere to or provide the following within two business days of notification:
- a) SBBC will provide a SBBC quotation form to Awardee with a detailed trip itinerary to include, but not be limited to, lodging (if required), number of students and the number of school buses required.
 - b) Awardee must charge the same cost of services that were included in Awardee's original proposal or as approved by SBBC. No additional changes will be allowed except as stated within this ITB.
 - c) Awardee must confirm with school the number of school buses required for the trip to verify request.
 - d) Receipt of SBBC Purchase Order indicating required services will be binding on Awardee.
 - e) If a security deposit is required, ten percent (10%) or less of the invoice amount will be provided to Awardee by SBBC.
22. **LEVIES:** There shall be no levy or special assessment charge for fuel allowed.
23. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and service problems.
24. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1d does not apply to the award of this Bid due to the service requirements for this bid.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 5, BID SUMMARY SHEET (Continued)

ITEM 1: Single hourly rate (per bus) to provide School Bus Transportation Services in accordance with the terms and conditions of this ITB.

SINGLE HOURLY RATE

\$ _____/hr.

Minimum Hours: _____ hours

ITEM 2: Single flat rate (per bus/per day) to provide School Bus Transportation for more than one day with the terms and conditions of this ITB

SINGLE FLAT RATE

\$ _____/flat rate

COMPANY REPRESENTATIVE: (See Special Condition 23

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 6, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

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

Signature

Company Name

03/28/13

VENDOR NAME: _____
CVH/cvh

**SECTION 6, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 6, ATTACHMENT 3

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury / Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than **\$3,000,000** Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of **\$3,000,000** will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following: _____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (*Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.*)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance **within 15 days** of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

(*Please include the Contract # and Title on the Certificate of Insurance.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

VENDOR NAME: _____
CVH/cvh

The School Board of Broward County, Florida
SCHOOL BUS TRANSPORTATION SERVICES

SECTION 6, ATTACHMENT 5

| | | |
|--|---|--|
| Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give Form to the requester. Do not send to the IRS. |
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ | |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351 |
| List account number(s) here (optional) | | |

| | | | | | | | | | | | | | | | | | | |
|--|---|--------------------------------|--|--|--|--|--|--|---|--|---|--|---|--|---|--|--|--|
| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | Social security number | | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | | | | | | - | | - | | | |
| Social security number | | | | | | | | | | | | | | | | | | |
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| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | Employer identification number | | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | | | | | | - | | | | | |
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| | |
|---|--|
| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4. | |
| Sign Here | Signature of U.S. person ▶ _____ Date ▶ _____ |

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

VENDOR NAME: _____
CVH/cvh

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

VENDOR NAME: _____
CVH/cvh

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

VENDOR NAME: _____
CVH/cvh

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ⁴ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ⁴ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A)) | The grantor [*] |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

VENDOR NAME: _____
CVH/cvh



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____

Checking

Savings

VENDOR AREA:
Remittance Confirmation:
(please select one) _____

Fax

Email

Federal Identification No.
Vendor _____

TAX ID#

SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ Date: _____

Authorized Signature
(Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: _____

CVH/cvh

SECTION 7, STATEMENT OF "NO BID"

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

The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

| √ | Reasons for "NO Bid": |
|---|---|
| | Unable to comply with product or service specifications. |
| | Unable to comply with scope of work. |
| | Unable to quote on all items in the group. |
| | Insufficient time to respond to the Invitation to Bid. |
| | 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: _____

VENDOR NAME: _____
CVH/cvh

APPROVED SBBC SCHOOL BUS CONTRACTOR

Revised: September, 2013

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

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

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

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

- A. School bus drivers submitted for authorization must have proof of 5 years of licensed driving experience and a review of their **entire Driver's License history** to ensure their record meets SBBC standards. A legible copy of the entire driving history must be provided to Transportation Administration. Using the SBBC School Bus Driver Screening Criteria, staff will obtain and review the lifetime driving history for all drivers. In addition, all drivers must obtain a Class A or B CDL with a Passenger and School Bus endorsement with no air brake restriction. All Approved School Bus Contractors must have at least two approved school bus drivers.
- B. All school bus drivers submitted for authorization must be fingerprinted for background screening in compliance with Florida Statute 1012.465. MorphoTrust, formerly known as L-1 Enrollment Services, has been contracted by SBBC to provide live scan and badging services. MorphoTrust offers appointments for processing new enrollments and renewal/replacement badge services for SBBC. This service, known as EastPath, is intended to provide simple, straightforward, and fast process of contracted personnel. The necessary information to begin the process can be located at: <http://www.l1enrollment.com/state/?st=broward>. The fee for this service is \$93.85, and is subject to change. Please contact your employer for further information.
- C. Florida State Department of Education's Administrative Rule 6A-3.0141 requires that all potential public school bus drivers complete a minimum of forty (40) hours of training, which would include the Florida School Bus Driver's Curriculum. That training must include at least eight (8) hours behind the wheel, and twenty (20) hours of classroom instruction to be documented for a total of 40 hours. In addition, the documentation must be submitted to SBBC – STFS. The Florida Department of Education publishes a Curriculum Manual (CD) for that training. To obtain a copy of that manual, contact Ms. Sabrina Stanley or designee at 754-321-4436 or visit www.faptflorida.org. There are 14 tests with a total of 151 questions. The bus driver must have at least a seventy percent (70%) passing rate on **each** written test. STFS retains the right to administer the written tests by a STFS employee after training is completed by the vendor. Once the driver(s) have successfully passed all of the tests, a letter certifying completion of that training and will be forwarded to the company.
- D. The United States Department of Transportation Rule 49 CFR, Part 40 requires that CDL holders performing safety sensitive functions (including school bus drivers) participate in a federally approved drug and alcohol-testing program. Written documentation that indicates your company is participating in such a program must be submitted to the Risk Management Department, 600 S.E. 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301. School bus drivers submitted for authorization must have completed a federally approved pre-employment drug test within thirty (30) days prior to their name being submitted. A written copy of those results signed by a Medical Review Officer must be sent to the Risk Management Department. Proof that the driver is in a federally approved Random Drug Testing Pool must also be submitted quarterly. Contact Hyacinthe Lafontant or designee at 754-321-1905 for further information.

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

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

- E. School bus drivers submitted for authorization are required to complete a dexterity test administered by a STFS employee. The test is intended to ensure the school bus driver is capable of operating the service door, vehicle control panel, and is able to exit the bus through the emergency door. This test is conducted at the North Transportation Training Center, located at 1751 NW 22nd Avenue, Pompano Beach, Florida. Please contact Ms. Linda Anderson or designee at 754-321-3750 to schedule this test. In order to complete this test, the school bus driver must bring one of your company's school buses that have a current blue SBBC inspection sticker.
- F. School bus drivers submitted for authorization are required to complete a physical examination. A SBBC approved physician must complete this exam using the Florida Department of Education, ESE Form "479", Medical Examiner's Certificate. The list of approved physicians may be obtained by calling Ms. Sabrina Stanley or designee 754-321-4436. Drivers are required to maintain and carry a valid Medical Examiner's Certificate with them at all times while operating a school bus under contract with SBBC. For Medical Certificate annual renewal information, see Item G below.
- G. Bus drivers who are on the approved list are required to complete certain items for annual renewal. The annual renewal date is determined by the expiration date on the Medical Examiner's Certificate. Renewal items include an 8-hour in-service, dexterity test, physical examination, proof of participation in a federally approved drug and alcohol testing program, and a review of lifetime driving record using school bus driver screening criteria. Annual re-certification is handled through STFS.

SECTION 2 – SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT – VENDOR NUMBER

- A. All private companies dealing with SBBC must have a vendor badge. Information regarding vendor numbers may be obtained by calling the Supply Management & Logistics Department at 754-321-0516.

SECTION 3 – RISK MANAGEMENT – INSURANCE

- A. Florida law and School Board policy require that all contractors maintain certain types of insurance (See **Section 6, Attachment 3** of the ITB). Prior to being placed on the Approved School Bus Contractor List, your company must comply with these requirements. Information concerning these requirements may be obtained from Mr. Aston Henry, Office of Risk Management at 754-321-1900 or Suet Cheung or designees at 754-321-1912.

SECTION 4 – STFS – VEHICLE MAINTENANCE

- A. Buses that are intended to be used for the transportation of SBBC students and/or charter school students on contracted home-to-school routes or school sponsored field trips shall have an initial inspection to verify they meet the State of Florida Department of Education School Bus Specifications. Vehicle Maintenance should be contacted to schedule an inspection of each bus. If the bus was pre-owned, it is important to know what state or school district the bus was manufactured for. Please have that information available at the time of the initial inspection. Approved School Bus Contractors are required to maintain at least two school buses in their fleet, one of which must be a spare bus. For information regarding the date mandated thirty (30) day school bus inspection, see item "B" below. Each bus is subject to an Inspection Fee of \$107 (subject to change) if completed by the STFS Vehicle Maintenance Department.

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

SECTION 4 – STFS – VEHICLE MAINTENANCE

- B. Upon notification that the insurance requirements have been met, Vehicle Maintenance must be notified of the D.O.E. certified inspector that will conduct the State mandated thirty (30) day inspection, if the vendor decides to use an outside source for inspections. The bus(es) must be inspected every thirty (30) school days and a copy of the inspection delivered to the central Vehicle Maintenance team. State certified inspectors shall conduct the inspection. Upon the first successful completion of the inspection, a blue SBBC sticker with an expiration date shall be affixed to the right windshield. Buses that pass the inspection will be issued a new blue inspection sticker that will indicate the next expiration date. Buses that fail the inspection will have their blue sticker removed and may not be used for SBBC students or charter school students on contracted home-to-school or school sponsored field trips until the bus is repaired, re-inspected and receives a valid blue SBBC inspection sticker.

Once the steps above have been completed, your company's name will be added to the Approved School Bus Contractor list. Your company may then begin to transport "to and from" school and solicit business for extra-curricular field trips. All companies on the Approved School Bus Contractor list may request information about bids, as determined by the Division of Procurement.

If you have any questions or concerns regarding this process, please feel free to contact one of the names on the list below:

| Contact Names and Telephone Numbers | |
|--|--------------|
| Ms. Patricia A. Snell, Director | 754-321-4402 |
| Mr. Michael Kriegel, Supervisor, Vehicle Maintenance | 754-321-4460 |
| Ms. Sabrina Stanley, Staffing Operations | 754-321-4436 |

Correspondence Address:

Department of Transportation

Administrative Office, 2nd Floor

3831 NW 10th Avenue

Oakland Park, Florida 33309

TRANSPORTATION AREA LOCATIONS

| | |
|--|--|
| <p>North Transportation Area 1751 NW 22nd Avenue Pompano Beach, FL 33309 Mr. Rick Rothberg, Manager 754-321-4000</p> | <p>Central Transportation Area 3831 NW 10th Avenue Oakland Park, FL 33309 Ms. Lisa McBride, Manager 754-321-4480</p> |
| <p>Central West Transportation Area 2320 College Avenue Davie, FL 33314 Mr. Fernando Staple, Manager 754-321-4150</p> | <p>South Transportation Area 900 S. University Drive Pembroke Pines, FL 33028 Mr. Roland Alvarez, Manager 754-321-4100</p> |
| <p>Southwest Transportation Area 20251 Stirling Road Pembroke Pines, FL 33332 Mr. Fernando Staple, Manager 754-321-8025</p> | |

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

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

Felonies (WILL NOT HIRE)

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

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

Misdemeanors (WILL NOT HIRE)

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

Federal or Other State Offenses (WILL NOT HIRE)

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

Registered Juvenile Sex Offenders (WILL NOT HIRE)

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

Case by Case Review

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