

INVITATION TO BID

Bid 22-083X

OEM PARTS (BUSES, CARS, TRUCKS AND VANS)



Bid Release Date: JUNE 11, 2001

Bids Due: On or Before 2:00 p.m. JULY 10, 2001
in Purchasing Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Purchasing Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

For information on this Invitation to Bid,
please contact Mr. George Toman at (954) 765-6209.

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The School Board of, Broward County, Florida PURCHASING DEPARTMENT		INVITATION TO BID	
7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704		SECTION 1 Bidder Acknowledgement	
Telephone Number – Purchasing (954) 765-6120	Bid number: 22-083X	Date Released: JUNE 11, 2001	
Bids will be opened in the Purchasing Department at 2:00 p.m. on: JULY 10, 2001 and may not be Withdrawn within 60 days after such date and time.		BID TITLE: OEM PARTS (BUSES, CARS, TRUCKS AND VANS)	
Vendor Name:		Terms: Bidder see PP 3 - General Conditions	
Vendor Mailing Address:		In order for 'Bid to be considered for award, bidder <u>must</u> return with bid submitted, the executed Invitation to Bid page. If either the remit to address or the address to which your company desires to have purchase orders mailed to is different from the address stated on this page, then provide this information as an attachment to this bid. Note that only one remit to and one order from address will be accepted.	
City	State	Zip Code	
Vendor Taxpayer Identification Number:	Telephone Number: Area Code:	Toll-Free Number: 1-800-	Facsimile Number: Area Code:
Internet E-Mail Address:		Internet URL:	
I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.			
Signature of Authorized Representative (Manual)			
I agree that this bid cannot be withdrawn within 60 days from date due.			
Name of Authorized Representative (Typed or Printed) Title			

SECTION 2, GENERAL CONDITIONS

Bidder: To insure acceptance of the bid, follow these instructions

1. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" page 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. **Bids received that fail to comply with these submittal requirements shall not be considered for award.**
 - 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. 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 sealed in an envelope with bid number and name clearly typed or written on the front face of envelope. Bids must be time stamped in the Purchasing Department **prior to 2:00 p.m. on date due**. No bid will be considered if not time stamped in the Purchasing Department prior to 2:00 p.m. on date due. Bids will be opened at 2:00 p.m. 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. Failure to properly sign bid shall invalidate same, and it shall **not** be considered for award. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections must be initialed by the person signing the bid even when using opaque correction fluid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications **cannot** be changed or altered in any way.
 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.
 - 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 U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. 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:** The Board specifically reserves the right to reject any conditional bid.
- 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.

3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications. 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 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.
4. **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 Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** 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 holidays.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to withdraw this bid at any time prior to the time and date specified for the bid opening; to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **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.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
10. **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.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
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 Purchasing 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 or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of 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 bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
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 unawardees. 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. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **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. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. 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.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding holidays) 7:00 a.m. to 2:00 p.m. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **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.

27. **FACILITIES:** The Board reserves the right to inspect the awardee's facilities at any time with prior notice.
28. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
29. **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.
30. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Purchasing Department.
31. **EXTENSION:** In addition to any renewal 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 renewal under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Purchasing Department and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. 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, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
34. **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.
35. **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, or other descriptive information submitted.
36. **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 PURCHASING DEPARTMENT on or before 2:00 p.m. on date due**. The label attached to the bid solicitation indicates that 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 Purchasing 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 addendum 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.)**
37. **POSTING OF BID RECOMMENDATION/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on **JULY 13, 2001 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any person desiring to protest the decision or intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of a decision or intended decision about this bid to all bidders by United States mail or by hand delivery. A written notice of decision or intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. 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"**.
- 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, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
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. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does **not** represent any manufacturer/distributor model/part number.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, 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.
41. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. A 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 M/WBE Office at (954) 760-7470.
- It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the bidder is not a Certified M/WBE, bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.
42. **INDEMNIFICATION:**
- 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.
- 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.
43. **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.
44. **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide 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 governmentwide 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 proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 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 proposal.



46. **LOBBYIST ACTIVITIES:** 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) For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, 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) For purposes of this Policy, a lobbyist is not considered to be a person representing school allied 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.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.
- e) Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- f) The Deputy to the Superintendent and Board Liaison shall keep a current list of persons who have submitted the lobbyist statement form.

47. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the awardee to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC security background check is \$55.00. \$50 must be in the form of a money order made payable to The School Board of Broward County for the fingerprinting, and \$5 must be in cash for the photo identification badge. These fees are not refundable.**

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 Purchasing 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 can not sign this form in lieu of properly signing the Invitation to Bid form.

49. **BIDDER'S MAILING ADDRESS:** It is the responsibility of every bidder to register and maintain their current mailing address with the Vendor Information Desk in the Purchasing Department. The address on file with the Vendor Information Desk is used when mailing bid forms and other information to bidders. To check your current mailing address and to change/update/revise your mailing address, contact the Vendor Information Desk at (954) 765-6139. A profile of the bidder's current registration information on file will be sent upon request.

50. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.



BID PROPOSAL

SECTION 3, SPECIAL CONDITIONS

1. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **OEM PARTS (BUSES, CARS, TRUCKS AND VANS)** include inside delivery to various schools, departments and centers within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the school's name and ship to address.
2. **TERM:** The purpose of this bid is to establish a contract for the period **beginning October 1, 2001 and continuing through September 30, 2003**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **AWARD:** Bid shall be awarded by **ITEM** to the lowest responsive and responsible bidder(s) meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet.

After award of this bid, any bidder receiving an award 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 eligible to do business with this School Board for two years, as described in General Conditions 3, 22 and 23.
4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. George Toman, Buyer, Purchasing Department, (954) 765-6209** 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. Toman** 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 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately two years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to renew, 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 the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.
6. **INSURANCE:** Bidder, by virtue of submitting a bid, will be in full compliance with paragraph 20: **LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions**. Insurance Requirements are shown in Section 6. Bidder shall take special notice that SBBC **shall be named as an additional insured under the General Liability policy including Products Liability**.

VENDOR NAME: _____
GT/lr

The School Board of Broward County, Florida
OEM PARTS (BUSES, CARS, TRUCKS AND VANS)

SECTION 3, SPECIAL CONDITIONS (Continued)

7. **WARRANTY:** The awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a period of **one-year for all items** after date of delivery and installation to provide SBBC with an “**on-site**” warranty. In the event a dispute on requested repairs between school/department/center and the bidder, the decision of the Owner (SBBC) shall be final and binding on both parties.

Awardee may or may not include manufacturer’s warranty; however, it will be the responsibility of the awardee(s) to warrant all new purchases for **one year “on-site”** after date of delivery and installation at no additional charge to SBBC. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**

The awardee, after being notified, shall **have all needed repairs started within 48 HOURS. LOCAL** repair station must be staffed with in-house factory trained personnel. **The repair station must be authorized by the manufacturer.** If the bid submitted is from other than the manufacturer, then proof that the local repair station is authorized by the manufacturer must be submitted with the bid or within three days of request. Failure to submit the required proof **with the bid or within three days of request** will result in disqualification, of bid submitted. For the purpose of this bid, “**LOCAL**” repair station means location in Broward, Miami-Dade or Palm Beach County. Repairs can be made either at the school/department/center or at the **LOCAL** repair station. It is the responsibility of the **bidder or the bidder’s repair station** to transport the equipment from and to the original location if repairs cannot be accomplished at the location. The bidder’s repair station shall be equipped with a complement of parts to adequately service and fulfill the guarantee of the items covered in this bid. **The name and address of the repair station must be submitted on the Vendor CheckList in location designated. Bidder shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at site and reinstallation of any equipment.** Failure to include this information shall result in disqualification of bid submitted. Upon request, bidder shall furnish within **three working days** of request equivalent **LOANER EQUIPMENT** if repairs cannot be completed at the location (school/department/center).

8. **MATERIALS:** Materials ordered by award of this bid are expected to be delivered to SBBC designated delivery site within **24 hours** of telephone order. Any order which can not be completed within this time frame shall be considered back ordered. In the event an order or any portion thereof must be back ordered, the vendor will notify the Vehicle Maintenance Department Stock Room of this situation and advise of expected delivery date, before the close of business hour on date of order. Upon notification of this delay in delivery, the appropriate stock room personnel will approve or disallow the back order, depending on the urgency of need.

In the event this need constitutes an emergency (unit down), SBBC reserves the right to request delivery of the emergency item within **24 hours.** Vendor will be responsible for all freight charges or premiums charged by manufacturer. If the successful vendor cannot supply delivery within **24 hours,** SBBC reserves the right to purchase items(s) from another vendor.

VENDOR NAME: _____
GT/lr

The School Board of Broward County, Florida
OEM PARTS (BUSES, CARS, TRUCKS AND VANS)

SECTION 3, SPECIAL CONDITIONS (Continued)

9. **QUALITY AND QUANTITY:** All parts purchased as a result of award of this bid shall be the original equipment manufacturer (OEM), be the newest and best quality model offered by the manufacturer, and meet or exceed OEM specifications and standards, where applicable. There is no guarantee as to the quantity ordered which will be requested as a result of the award of this bid. **PARTS WILL BE ORDERED ON AN AS NEEDED, WHEN NEEDED BASIS.** Standard manufacturer's warranty is required on all parts.
10. **PRICE LIST:** Bidders shall submit **with the bid** two copies of the current manufacturer's price list for each item. In addition, on the Bid Summary Sheet, bidder is to indicate the effective date of the submitted price list. After award, successful bidder is to furnish the Vehicle Maintenance Department all price sheet revisions during the life of the contract. Bidder must imprint on each manufacturer's revised price sheet the percent mark-up that SBBC has been quoted for all catalog items. Failure on the part of the successful bidder to adhere to these procedures will result in withholding of payment due until such time as price list is received. The successful vendor must be a factory authorized warranty dealer only.
11. **CATALOG:** Bidder(s) is to furnish **with the bid** a copy of the current manufacturer's catalog. The percentage discount quoted by the bidder shall apply to all items in the catalog. After Award, successful bidder shall supply a copy of all revised catalogs to Vehicle Maintenance during the term of the contract. The bidder shall imprint on cover of revised catalogs the bid number, expiration date of contract and percent discount quoted by bidder for all items in catalog.
12. **CORE CHARGES:** Invoices which reflect a core charge will not be processed for payment if a core is returned, or vendor notified a core is available for pickup at the time of material delivery, until a credit memo is issued.
13. **RESTOCKING:** SBBC **will not pay** a restocking charge for items returned in new, unused condition within a reasonable length of time after delivery within ten days.

VENDOR NAME: _____
GT/lr

The School Board of Broward County, Florida
OEM PARTS (BUSES, CARS, TRUCKS AND VANS)

SECTION 4, BID SUMMARY SHEET

**PERCENTAGE MARK-UP
OVER DEALER COST
COMPLETE LINE**

ITEM 1: INTERNATIONAL HARVESTER NAVISTAR TRUCKS AND BUSES _____

Manufacturer's Price List Included: ____ Yes ____ No

Effective Date: _____
(See Special Condition 6)

Internet URL: _____

ITEM 2: STIRLING TRUCKS _____

Manufacturer's Price List Included: ____ Yes ____ No

Effective Date: _____
(See Special Condition 6)

Internet URL: _____

ITEM 3: FREIGHT LINER _____

Manufacturer's Price List Included: ____ Yes ____ No

Effective Date: _____
(See Special Condition 6)

Internet URL: _____

ITEM 4: AMTRAM _____

Manufacturer's Price List Included: ____ Yes ____ No

Effective Date: _____
(See Special Condition 6)

Internet URL: _____

NOTE TO BIDDER: Review General Condition 41 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO YES

Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____
GT/lr

SECTION 5, ATTACHMENT 1
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: _____
GT/lr

The School Board of Broward County, Florida
OEM PARTS (BUSES, CARS, TRUCKS AND VANS)

SECTION 6, ATTACHMENT 2

INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 6.

VENDOR NAME: _____
GT/lr

SECTION 6, STATEMENT OF "NO" BID

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

The School Board of Broward County, Florida
 Purchasing Department
 Suite 323
 7720 West Oakland Park Boulevard
 Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids and RFPs.

Bid/RFP 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: _____