



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

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August 30, 2007

ADDENDUM NO. 1
RFP No. 28-086N

EXTRA CURRICULAR TRANSPORTATION SERVICES

JAMES F. NOTTER
Superintendent of Schools

CALLED FOR: 2:00 PM, SEPTEMBER 6, 2007

TO ALL PROPOSERS:

This Addendum amends the above referenced bid in the following particulars only:

1. Proposal opening date has been changed to: **September 20, 2007 at 2:00 PM**
2. Evaluation Committee reviews proposals has been changed to: **October 2, 2007 at 9:00 AM**
3. Posting date has been changed to: **October 3, 2007 at 3:00 PM**
4. Questions received are answered with this Addendum.
5. Delete: Page 2 of 19 Pages → Insert: Page 2 of 19 Pages – **REVISED** –
Delete: Page 3 of 19 Pages → Insert: Page 3 of 19 Pages – **REVISED** –
Delete: Page 11 of 19 Pages → Insert: Page 11 of 19 Pages – **REVISED** –
Delete: Page 12 of 19 Pages → Insert: Page 12 of 19 Pages – **REVISED** –
Delete: Page 13 of 19 Pages → Insert: Page 13 of 19 Pages – **REVISED** –
Delete: Page 2 of 4 Pages (Attachment B) → Insert: Page 2 of 4 Pages – **REVISED** - *
Delete: Page 3 of 4 Pages (Attachment B) → Insert: Page 3 of 4 Pages – **REVISED** - *
Delete: Page 4 of 4 Pages (Attachment B) → Insert: Page 4 of 4 Pages – **REVISED** - *

By virtue of signing the "Required Response Form", Page 1 of RFP No. 28-086N. Proposer certifies acceptance of this Addendum. (*) Proposals will be accepted on the original pages or revised pages of the RFP.

Sincerely,

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

➤ **QUESTION #1:**

Notice of provision Section 4.1.5, I do not understand this point. I need to have a simple explanation of this.

ANSWER TO QUESTION #1:

When notifying SBBC in writing, the bus company designates the following areas and person(s) to be notified of an issue.

➤ **QUESTION #2:**

On the forms that we have to field-up the buses listed are up to 59 passengers and our buses are 65 passengers. What do we do with this form?

ANSWER TO QUESTION #2:

Make the correction on the quote forms. Change passengers from 59 to 65.

➤ **QUESTION #3:**

Upon reviewing the documents for the proposal, we have noticed that there are several pages that we believe to be missing. They are Page 2 of 19, Page 4 of 19, Page 6 of 19, Page 8 of 19, Page 10 of 19, Page 12 of 19, Page 14 of 19, Page 16 of 19 and Page 18 of 19, Quote form 3 of 4 and Attachment C Page 3 of 4.

ANSWER TO QUESTION #3:

These pages are correctly placed on the Demandstar website for RFP 28-086N. Perhaps there was a downloading problem with your file. Download the file again.

➤ **QUESTION #4:**

In reviewing Attachment B (Quote Form) for RFP 28-068N, Extra Curricular Transportation Services, you are seeking prices for 49, 57 and 59 passenger buses. My fleet consist of 47, 53 and 55 passenger buses. Can we quote our fleet sizes?

ANSWER TO QUESTION #4:

Make the correction on the quote forms. Change passengers numbers to 47, 53 and 55.



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JAMES F. NOTTER
Interim Superintendent of Schools

DATE: August 10, 2007

TO: Prospective Proposers

FROM: Mr. Charles High, Purchasing Agent
754-321-0527

SUBJECT: **Instructions to Proposers**
Request for Proposals (RFP) 28-086N, Extra Curricular Transportation Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for **EXTRA CURRICULAR TRANSPORTATION SERVICES**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail at charles.high@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

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

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by a representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management and Logistics Department on **September 6, 2007 by 2:00 p.m. ET**. In order to have your proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a proposal in response to this RFP, please complete Attachment D, Statement of "No Response" and return via facsimile to 754-321-0533. Your responses to the Statement of "No Response" are very important to the Supply Management and Logistics Department when creating future RFPs.

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

REQUEST FOR PROPOSALS (RFP)

RFP 28-086N

EXTRA CURRICULAR TRANSPORTATION SERVICES



RFP Release Date: August 10, 2007

Written Questions Due: On or Before August 20, 2007
in Supply Management and Logistics Department

Proposals Due: On or Before 2:00 p.m. ET
September 6, 2007
in Supply Management and Logistics Department

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

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

TABLE OF CONTENTS

	<u>Page</u>
1.0 Required Response Form	1
2.0 Introduction and General Information.....	2
3.0 Calendar	3
4.0 Information to be Included in the Submitted Proposals	4
5.0 Evaluation of Proposals	8
6.0 Special Conditions	9
7.0 Procedures.....	12
8.0 General Conditions	13

Attachment A

- A1 - M/WBE Utilization Report
- A2 - Employment Diversity Statistics
- A3 - M/WBE Participation

Attachment B – Quote Form Proposal Sheets

Attachment C – Specifications for Bus Companies

Attachment D - Statement of "No Response"

REQUEST FOR PROPOSALS (RFP) 28-086N
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: August 10, 2007

TITLE: EXTRA CURRICULAR TRANSPORTATION SERVICES

This Proposal must be submitted to the **Supply Management and Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET September 6, 2007** and plainly marked **RFP 28-086N, Extra Curricular Transportation Services**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original proposal (clearly marked as such) and five copies (which must be identical to the original proposal, including any supplemental information), including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 28-086N), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management and Logistics Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S NAME: _____
STREET ADDRESS: _____
CITY, STATE AND ZIP CODE: _____
PROPOSER TELEPHONE: _____ PROPOSER FAX: _____
PROPOSER TOLL FREE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____
INTERNET URL: _____
PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 19 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") is making a Request for Proposals (RFP) from bus companies interested in providing extra curricular transportation services for athletic events and field trips to students, staff and chaperones. Only companies awarded by the School Board will be allowed to provide these services. A list of awarded bus companies will be placed on the School Board website at [http://www.broward.k12.fl.us/supply/Extra Curricular Trans.htm](http://www.broward.k12.fl.us/supply/Extra_Curricular_Trans.htm). Schools, Departments, and Centers will contract transportation services directly with the approved bus companies on this RFP or through travel agencies awarded by RFP #28-109N.

Bus companies offering school buses for transportation services will be approved to utilize specific buses which have been verified by the district personnel as meeting the appropriate Florida specification and inspection requirements. Bus companies offering coach equipment and operating as regulated common or ICC carriers, will be approved to operate only those coaches registered to the company which permanently displays on the bus the company name and registration number.

Bus companies will be added annually by May 31 of each year to the existing list of qualified bus companies during the term of the contract. Proposals will have to be submitted, evaluated and awarded under the same terms and conditions as the original awarded bus companies.

Purchasing Cards (P-Card) is the preferred method of payment. Please indicate on the attached quote sheet if your company has the ability to accept payment through a purchasing card. If it does, then the method of payment will be through the P-Card. If it does not, then payment will be through a purchase order.

The School District expects to renew bus companies for the subsequent years who are qualified through a short form process addressing changes.

It will be the responsibility of each qualified bus company by May 31 of each year to provide detailed information regarding any changes to company status, documentation and revise quote forms prior to the conclusion of each calendar year to the Supply Management and Logistics Department. Each qualified bus company shall be responsible to make sure their insurance certificates are updated and current and submitted to SBBC's Risk Management Department as stated in Special Condition 6.3 (Insurance Requirements). Each qualified bus company shall be responsible to make sure their bus drivers and staff providing service to SBBC are properly badged according to General Condition 8.30 (SBBC Photo Identification Badge) of this RFP. Failure of the bus company to keep their insurance certificates updated and properly badge their employees will result in default of their contract through General Conditions 8.6, 8.27.

- 2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles High, Purchasing Agent, Supply Management and Logistics Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail at **charles.high@browardschools.com**. Any questions which require a response which amends the RFP document in any manner will be answered via addendum by the Supply Management and Logistics Department to all proposers. No information given in any other matter will be binding on the School Board.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management and Logistics Department, in writing, **on or before August 20, 2007**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda shall not be binding on SBBC.

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning **from date of award, and continuing for 5 years.** The term of the contract 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.
- 2.4 **Submittal Of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.5 **Evaluation and Award:** All proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity and Outreach Program staff. Based upon the evaluation of proposals, the Committee will recommend proposer(s) to the School Board for award. All companies that receive 70 points or more will be recommended for award.

3.0 CALENDAR

August 10, 2007	Release of RFP 28-086N
August 20, 2007	Written questions due in the Supply Management and Logistics Department
September 20, 2007	Proposals due on or before 2:00 p.m. ET in Supply Management and Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
October 2, 2007	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Supply Management and Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
October 3, 2007	Posting of Recommendation

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-2150 or TDD 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Transportation Services
3895 NW 10 Avenue
Oakland Park, Florida 33309

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.2 State under what other or former name(s) the proposer is currently operating under or has operated under.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation)**: This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.3.1 Experience and Qualifications – (Maximum 25 allowable points)

- 4.3.1.1 **Executive Summary** – Submit a brief abstract, of approximately one page, stating the proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.
- 4.3.1.2 **Years in Business** – State the number of years your company has been in the business of providing transportation service in the State of Florida.
- 4.3.1.3 **References** - Provide three client references for which you are currently providing transportation services.
- 4.3.1.4 **Inventory** - Provide an inventory list of the buses your company intends to offer for operation. List should include year, make, model vehicle identification number (VIN number), company number, capacity and last annual inspection date. List bus types (school or coach) separate. Also, state whether each bus is wheelchair lift accessible or not.
- 4.3.1.5 **Litigation or Regulatory Action** - Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

4.3.2 Scope of Services Provided-(Maximum 60 allowable points)

- 4.3.2.1 Submit responses for each of the following:
- 4.3.2.2 To ensure that your bus drivers are qualified to drive the buses, explain in detail your criteria and/or procedure for each of the following elements of your selection and training program. Indicate element number below for each response.
- 4.3.2.3 Criminal background check
- 4.3.2.4 State of Florida Motor Vehicle Record (MVR) evaluation criteria and frequency
- 4.3.2.5 Physical and drug test frequency
- 4.3.2.6 Previous driving experience - years and type
- 4.3.2.7 Classroom training of drivers
- 4.3.2.8 Testing - Road and/or written
- 4.3.2.9 Commercial Driver License (CDL), Drug and Alcohol Testing Program - State your company's willingness to follow the procedures as stated in Attachment C, Specifications for Bus Companies offering school bus transportation. For coach transportation, provide your companies procedures which demonstrate your compliance with the Omnibus Transportation Employee-Testing Act of 1991.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.3 Evaluation Criteria - (Experience and Qualifications and Scope of Services (Continued)):

4.3.2 Scope of Services Provided (Continued)

- 4.3.2.10 Explain in detail your company's driving safety program. Include the criteria and/or procedure for each of the following elements. Indicate element number below for each response.
- Scheduled safety meetings
 - In-service safety training
 - Company or industry safety bulletins
 - On road safety checks (frequency)
 - Defensive driving classes
- 4.3.2.11 Provide an inventory list of the buses your company intends to offer for operation. List should include year, make, model, vehicle identification number (VIN number), company number, capacity and last annual inspection date. List bus types (school or coach) separately. Also, state whether each bus is wheelchair lift accessible or not.
- 4.3.2.12 Describe your company's bus maintenance program. Indicate whether your company owns and/or operates a bus maintenance facility or contracts out maintenance services. Explain in detail and/or provide requested information for each of the following elements. Indicate element number for each response below.
- Inspection criteria - What are your requirements and what are these requirements based on state or federal regulation rule number. For school bus operations, state your companies agreement to comply with provisions stated under bus requirements.
 - Frequency and levels of inspections. Include copies of interval and annual inspection forms.
 - Preventive maintenance
 - Does your company or contractor employ Automotive Service of Excellence (A.S.E.) heavy-duty truck and bus certified mechanics? Are minimum areas of certification required (i.e., brake certification) for inspection personnel?
 - Pre-trip inspections
 - System for handling driver write-ups and subsequent repairs
 - Vehicle grounding criteria
 - Maintenance record keeping
- 4.3.2.13 State your company's insurance carrier for Auto Liability and Worker's Compensation Insurance and a copy of your current Certificate of Insurance to verify coverage as required herein at this time. State that all VIN numbers listed in your inventory of buses are covered under this policy at the required level of insurance. (See Section 6.2, Insurance Requirements)
- 4.3.2.14 State on a point-by-point basis that your company meets the Bus Requirements contained in Specifications for school buses and/or for other than school buses.

4.3.3 Cost of Services. 0 points allotted

Proposers are to complete and submit Attachment B, Quote Form Proposal Sheets with their proposal. Each proposer will be allowed to customize the quote form to coordinate with proposer's business operations. No points will be allotted for this criteria.

4.0 EVALUATION INFORMATION (Continued)

4.4 **M/WBE Participation: (Maximum 15 allowable points):** 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 a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact the School Board's Supplier, Diversity and Outreach Program at 754-321-0554.

4.4.1	M/WBE Information:	Maximum Points
4.4.1.1	<p>Is your firm a certified (Minority/Women Business Enterprise) M/WBE firm by SBBC or is your firm a certified M/WBE firm 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?</p> <p>If yes, provide certification number: _____</p> <p>If no, identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation).</p>	*10
4.4.1.2	<p>Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this proposal (See Attachment A3).</p> <p>Note: Provide SBBC certification number for all M/WBE firm or firms identified who will be working with you on this engagement. If the M/WBE firm or firms are not SBBC certified M/WBE's, provide a copy of the M/WBE firm or firms certification with any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified, however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.</p>	*4
4.4.1.3	<p>Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.</p>	2
4.4.1.4	<p>Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.</p>	3
TOTAL POINTS		15
<p>The awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.</p>		
<p>Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor.</p>		

* PROPOSER CANNOT RECEIVE POINTS FOR BOTH 4.4.1.1 AND 4.4.1.2

5.0 EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received that meet or exceed Section 4.3, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a. Experience and Qualifications	25
b. Scope of Services Provided	60
c. Minority/Women Business Participation	<u>15</u>
TOTAL	100

Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

5.2 Based upon the results of Section 5.1, the Committee will submit its recommendation to the School Board for award.

5.3 The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all proposers, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.4 In the event that an Agreement between the Committee and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.

5.5 **Award:** SBBC intends to make an award only to the proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or more from the evaluation committee. The award will be based on the scores ascribed to proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. The award shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received on or before 2:00 p.m. ET, September 6, 2007 at the following address in order to be considered:

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

Attention: RFP 28-086N – EXTRA CURRICULAR TRANSPORTATION SERVICES

Proposer shall submit one original proposal with an original manual signature (blue ink preferred). Proposer should also submit five additional copies of proposal. The proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.3 **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any respondent to the Board by Certificate of Insurance within 15 days of notification by SBBC. 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.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.
- 6.2.1 General Liability Insurance including Contractual Liability with bodily injury and property damage limits of not less than less than \$1,000,000 per occurrence.
- 6.2.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFQ, with bodily injury and property damage limits of liability of not less than \$1,000,000 per occurrence.
- 6.2.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance with limits of not less then \$500,000/\$500,000/\$500/000..

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. 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.

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

6.0 SPECIAL CONDITIONS (Continued)

- 6.4 **CREDIT CARDS:** Some orders may be placed utilizing a District issued credit card as the method of payment instead of a written purchase order. **VISA** is the form of credit card used throughout the District. 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 the respondent by providing immediate payment (i.e. within 48-72 hours) and 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 the requesting work location to verify prices and obtain a credit card number. All purchase deliveries must include a packing slip or receipt/invoice listing items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number must not be attached to the receipt/invoice submitted as part of the purchase.
- 6.5 **PAYMENT:** The primary payment method to be used is the P-Card. SBBC schools, centers and departments have been issued P-Cards, which are **VISA** credit cards issued by Bank of America (see Special Condition 6.4). These cards will contain the name of the SBBC employee ordering extra curricular transportation services.. In some cases, if purchase orders are issued, this will likely be done using electronic means. For this reason, it is very desirable for the respondent to have Internet capability for online ordering. If purchase orders are used, the payment terms will be Net 30.
- 6.6 **INVOICES AND PURCHASE ORDER:** There will be times when a purchase order must be used for ordering. Respondent shall be responsible to obtain a purchase order number from the school, department or center **PRIOR TO** the order being run. SBBC shall neither be responsible for issuing confirming orders nor issuing a purchase order after the order is made. When a purchase order is issued by a school, department or center, the invoice must show the official School Board issued purchase order number and buyer code (i.e. 2800000000B) and shall be submitted **in duplicate** to The School Board of Broward County, Florida, Accounts Payable Department, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida, 33351. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. The official SBBC purchase order number is the only document number that shall be honored for this contract.
- 6.7 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**
- 6.7.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.7.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments, which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.7.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.0 SPECIAL CONDITIONS (Continued)

6.7.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.7.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.8 DISPUTES OVER SERVICES RENDERED:

Schools/departments/centers are requested to report all complaints in writing promptly to the Supply Management and Logistics Department.

The School District will attempt to contact the person listed in vendor's response to RFP by phone to alert him/her of the problem. If the problem can be resolved by phone and is so resolved amicably, no further action is necessary.

Otherwise, the School District will notify the vendor in writing of the problem and give the vendor ten calendar days from receipt of this letter of notification to resolve the problem. Failure to respond or failure to resolve the issue shall result in the Superintendent or his/her designee notifying the schools to cease business with vendor.

6.8.1 All trips booked with the vendor may be canceled by the School Board at no cost to the School District. (Section 5.0 Procedures).

6.8.2 The bus companies name will be removed from the list of qualified bus companies to use for remainder of the term of the contract.

Where complaints become complicated, SBBC will attempt to meet in person with the vendor, as needed. It is recognized that all companies have "difficult or problem trips" occasionally. How the vendor responds as well as the severity and the number of complaints will be used as a basis for SBBC's decision in how to handle the complaint. In the absence of equitable problem resolution between SBBC and the vendor, the Extracurricular Transportation Committee may convene upon request of the school Principal for a final determination and/or penalty imposition.

Partial or full payment may be withheld or delayed from a bus company if the contracted transportation company does not comply with Specifications included in this RFP.

6.9 PRICE/DELIVERY CONFIRMATION FORM: Written approval to the respondent, via fax or email, shall be SBBC's "Authorization to Proceed".

Work performed without prior written approval by SBBC, shall be at the expense of the respondent and SBBC shall have no financial obligation to pay for said work.

6.10 MISSED DEADLINES: A requestor shall be notified via phone, fax or email as soon as possible whenever the respondent anticipates that an agreed upon deadline will not be met. Constantly missed deadlines may result in default or cancellation of contract.

6.0 SPECIAL CONDITIONS (Continued)

- 6.11 **PRICE ADJUSTMENT: All prices shall be firm for each year of the contract.** After the first year, a price change or adjustment may be submitted to the Supply Management and Logistics Department with proper documentation of the adjustment for review. Adjustments must be industry wide and not for this contract alone. If adjustment is approved or disapproved by the Supply Management and Logistics Department, respondent will receive a letter indicating approval or disapproval. Respondent shall not incorporate price adjustment into their billing before final approval of SBBC. Failure to follow this procedure will result in default/cancellation of contract. Price adjustment must not exceed 5% or the adjustment of the CPI index (all commodities), whichever is less, of the base price. CPI Index must not be seasonally adjusted. SBBC reserves the right to request a reduction on contract prices should the CPI warrant the percentage change. SBBC reserves the right to reject any price increase if circumstances warrant no change in price. SBBC also reserves the right to negotiate any price increase with the respondent if circumstances warrant this practice. Information on the CPI Index may be obtained from the Bureau of Labor and Statistics at <http://www.bls.gov>.

7.0 PROCEDURES

Schools/departments/centers will be given a procedure to follow to order contracted transportation services. Procedures will include:

- 7.1 Contracting with one of the bus companies included on the list of pre-qualified bus companies.
- 7.2 Preparing an itinerary and faxing or otherwise transmitting the itinerary to the bus company.
- 7.3 Bus companies will be required to submit quotes on the School District Quote Form (see Attachment B) based on their price quote in response to this RFP or a lower price for each trip as requested by schools/departments/centers. Cost adjustments will only be allowed for drastic (greater than 50%) changes in fuel cost. Supporting documentation must be submitted, in writing, for approval to the Supply Management and Logistics Department ten days prior to the requested cost adjustment. Cost adjustments will not be allowed without the Supply Management and Logistics Department's approval.
- 7.4 Licensed travel agencies may be used to coordinate travel packages (i.e., hotels, tickets, meals, etc.). However, schools/centers/departments will be required to process all bus transportation directly with one of the bus companies on the approved list.
- 7.5 Schools/departments/centers will accept offer and confirm reservation by issuing a school activity purchase order or a Supply Management and Logistics Department purchase order or P-Card.
- 7.6 For Athletic Trips – Utilizing a P-Card or releasing a purchase order to the bus companies selected by the Athletic Department in an amount not to exceed the specified dollar amount. Trips will be booked by the Athletic Director's coordination of the scheduled games by school and by sport. All costs will be based on the tri-county cost per hour. School buses will be used for athletic trips whenever possible. If utilizing a purchase order, payment will be net 30 days.
- 7.7 **There will be no deposits or other payments made in advance to bus companies.** The purchase order or P-Card transaction will be binding on the School Board for payment of services rendered. Payment terms for P-Card will be net seven days. Buses, which are canceled prior to ten calendar days before date of trip, will be accepted by bus companies with no penalty. Buses which are canceled in less than ten calendar days will include a penalty payment to the bus company of 20% or \$500.00/per bus, whichever is less, upon invoicing by the bus company unless this cancellation is a result of removal/complaint procedures. All additional costs, i.e., gratuities, lodging, tolls, etc. must be included in the total transportation cost. SBBC will not pay any additional costs other than what is stated on the quote form.

7.0 PROCEDURES

- 7.8 Depending on the infraction(s) committed by a bus company, SBBC reserves the right to deduct no more than 20% of the total cost of the trip from invoice. This will be a negotiated amount, determined between SBBC and the bus company.
- 7.9 Any complaints resulting from using information contained in this RFP shall be made in writing to the Supply Management and Logistics Department. All complaints shall be forwarded to the company for action. (See Section 6.8, Disputes Over Services Rendered.)
- 7.10 Schools/departments/centers requiring the use of wheelchair accessible bus(es) will request all buses from the company who is providing the wheelchair accessible bus(es) for the trip.

8.0 GENERAL CONDITIONS

- 8.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. 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 RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 8.2 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".
- 8.2.1 By SBBC: 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.
- 8.2.2 By VENDOR: 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.
- 8.3 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 8.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 8.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

8.0 GENERAL CONDITIONS (Continued)

- 8.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 8.6.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 8.6.2 All departments being advised not to do business with vendor.
- 8.7 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 8.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 8.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 8.10 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 8.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 8.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 8.13 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC.
- 8.14 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 8.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 8.16 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 8.17 **ANTI-DISCRIMINATION:** The proposer 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. SBBC 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.

8.0 GENERAL CONDITIONS (Continued)

- 8.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 8.19 **BILLING INSTRUCTIONS AND PAYMENT:** 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 Boulevard, 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.
- 8.20 **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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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.
- 8.21 **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

- 8.21.1 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.
- 8.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

8.0 GENERAL CONDITIONS (Continued)

- 8.22 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity and Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on School Board contract awards. The School Board encourages each proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. 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 or women. If the proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, proposer should indicate its certification number in its proposal.

For information on M/WBE Certification, or to obtain information on locating certified M/WBE, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or www.broward.k12.fl.us/supply/mwbe.htm.

To receive evaluation credit for M/WBE participation, the proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing and the dollar value of the work, as the percentage of the total contract value must be provided.

- 8.23 **PROTESTING OF RFP 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 consecutive 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, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, legal holiday or days 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 law within the time allowed for filing a bond, 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 Supply Management and 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 required by School Board Policy 3320, Part VI.

- 8.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and on www.demandstar.com on **SEPTEMBER 14, 2007 at 3:00 p.m. ET**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management and 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 proposer 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 consecutive 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, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal 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 the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". 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, the School Board 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, the School Board prevails, and then the School Board 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.

8.0 GENERAL CONDITIONS (Continued)

8.24 POSTING OF RFP RECOMMENDATIONS/TABULATIONS (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 law within the time allowed for filing a bond, 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 Supply Management and 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 required by School Board Policy 3320, Part VI.

8.25 **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 agreements, 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 RFP if it is in its best interest to do so.

8.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management and Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

8.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the awardee, the Superintendent shall give written notice to the awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.

8.28 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.

8.29 **CONE OF SILENCE:** Any proposer or lobbyist for a proposer is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Supply Management and 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 the School Board. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management and Logistics Department. **Any proposer or lobbyist who violates this provision shall cause their proposal to be considered not responsive and therefore be ineligible for award.**

8.30 **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.

8.0 GENERAL CONDITIONS (Continued)

8.30 SBBC PHOTO IDENTIFICATION BADGE (continued):

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.

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show 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. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$80.00. The Money Order is to be made payable to "PrideRock Holding Company". Visa and Mastercard will be acceptable for these fees. Personal or company checks are acceptable (no cash). 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.

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to http://www.broward.k12.fl.us/supply/vendor_page.htm

8.31 **GRATUITIES:** Proposer shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.

8.32 **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.

8.32.1 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.

8.32.2 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.

8.32.3 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.

8.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.

8.32.5 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.

8.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

8.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.

8.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.

8.35 **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.

8.0 GENERAL CONDITIONS (Continued)

- 8.36 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 8.37 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT** **on or before 2:00 p.m. EST** on the date due.
- 8.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 8.39 No submissions made after the proposal opening, amending or supplementing the proposal, shall be considered.
- 8.40 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

8.41 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 8.41.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
- 8.41.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.
- 8.41.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 8.41.3.1 The proposal is time-stamped at the Supply Management and Logistics Department after the deadline specified in the RFP.
- 8.41.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.1.4 (see Section 1.0).
- 8.41.3.3 Failure to respond to all subsections within the RFP.
- 8.41.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 8.41.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 8.41.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

8.42 "FUNDING OUT" - TERMINATION - CANCELLATION

Florida Statutes prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all Bids/RFPs in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Bid/RFP, and must be agreed to by all bidders:

- The School Board may, during the contract period, terminate or discontinue the items or services covered in this Bid/RFP only at the end of the School Board's then current fiscal year upon 30 days prior written notice to the awardee(s).

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this Bid/RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such items or services covered herein".

This completed statement must be included as part of any lease agreement submitted by the awardee. No lease will be considered that does not include this provision for "funding out".

- 8.43 **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 proposer is not binding unless it is expressly agreed to in writing by SBBC.

ATTACHMENT A

- A1 M/WBE Utilization Report**
- A2 EMPLOYMENT DIVERSITY STATISTICS**
- A3 M/WBE Participation**

ATTACHMENT A1

Proposer's Company Name: _____

The School Board of Broward County, Florida
Minority/Women Business Enterprise Division
600 SE 3rd Avenue, 8th Floor
Ft. Lauderdale, FL 33301

754-321-2290
 754-321-2714 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
RFP Number: 28-086N RFP Title: Extra Curricular Transportation Services					

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title:

Phone # (____) _____

Date: _____

Employment Diversity Statistics - ATTACHMENT A2

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

M/WBE PARTICIPATION - ATTACHMENT A3

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR - PER CONTRACT PERIOD OR OTHER

ATTACHMENT B

QUOTE FORM PROPOSAL SHEETS

QUOTE FORM - (School Years 2007 - 2012) - ATTACHMENT B
THE SCHOOL BOARD OF BROWARD COUNTY
EXTRA-CURRICULAR TRIP ITINERARY REQUEST/PROPOSAL - RFP 28-086N

School/Department: _____

Contact Person: _____

Fax Number: _____

Phone Number: _____

Trip Departure Date: _____

Departure Time: _____

Return Date: _____

Return Time: _____

Number of Buses Required: _____

Bathrooms: Yes _____ No _____

VCR: Yes _____ No _____

Do you accept Purchasing Card (VISA)?

Wheelchair

Yes _____ No _____

Lift Access: Yes _____ No _____

Destination/Itinerary _____

COST PROPOSAL: (TO BE COMPLETED BY VENDOR)

VENDOR:

Fax Number: _____

Phone Number: _____

E-mail Address: _____

TRI-COUNTY AREA:

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (minimum hours) _____ (49 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (57 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (59 Passenger)

(All inclusive cost, including but not limited to costs of drivers, drivers lodging, gratuity, fuel, insurance, maintenance of buses, tolls and parking fees) (if applicable).

GRAD NIGHT:

_____ Bus(es) @ \$ _____ = \$ _____
 (49 Passenger)

_____ Bus(es) @ \$ _____ = \$ _____
 (57 Passenger)

_____ Bus(es) @ \$ _____ = \$ _____
 (59 Passenger)

(All inclusive assuming departure at 5:00 p.m. and return at 10:00 a.m. via Florida Turnpike)

_____ Bus(es) x _____ Additional hours @ \$ _____ per hour = \$ _____
 (49, 57 and 59 Passenger)

TOTAL COST - (All inclusive cost, including but not limited to costs of drivers, drivers lodging, gratuity, fuel, insurance, maintenance of buses, tolls and parking fees.) (if applicable) = \$ _____

QUOTE FORM - (School Years 2007 - 2012) - ATTACHMENT B
THE SCHOOL BOARD OF BROWARD COUNTY
EXTRA-CURRICULAR TRIP ITINERARY REQUEST/PROPOSAL - RFP 28-086N

School/Department: _____

Contact Person: _____

Fax Number: _____

Phone Number: _____

Trip Departure Date: _____

Departure Time: _____

Return Date: _____

Return Time: _____

Do you accept Purchasing Card (VISA)?
 Yes _____ No _____

Wheelchair
 Lift Access: Yes _____ No _____

Destination/Itinerary _____

COST PROPOSAL: (TO BE COMPLETED BY VENDOR)

VENDOR:

Fax Number: _____

Phone Number: _____

E-mail Address: _____

OUTSIDE TRI-COUNTY AREA:

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (49 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (57 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (59 Passenger)

OR

_____ Bus(es) x _____ miles @ \$ _____ per mile = \$ _____
 (49, 57 and 59 Passenger)

Rates Charged for Trips Exceeding 16 Hours Within a 24 Hour Period:

_____ Bus(es) x _____ days @ \$ _____ per day = \$ _____
 (49 Passenger)

_____ Bus(es) x _____ days @ \$ _____ per day = \$ _____
 (57 Passenger)

_____ Bus(es) x _____ days @ \$ _____ per day = \$ _____
 (59 Passenger)

OR

_____ Bus(es) x _____ mile @ \$ _____ per mile = \$ _____
 (49, 57 and 59 Passenger)

(CONTINUED.....)

QUOTE FORM - (School Year 2007-2012) - ATTACHMENT B
THE SCHOOL BOARD OF BROWARD COUNTY
EXTRA-CURRICULAR TRIP ITINERARY REQUEST/PROPOSAL - RFP 28-086N

School/Department: _____ Contact Person: _____

Fax Number: _____ Phone Number: _____

Trip Departure Date: _____ Departure Time: _____

Return Date: _____ Return Time: _____

Do you accept Purchasing Card (VISA)?
 Yes _____ No _____

Wheelchair
 Lift Access: Yes _____ No _____

Destination/Itinerary _____

Second Driver (where applicable):

_____ Bus(es) x _____ days @ \$ _____ per day = \$ _____
 (49, 57 and 59 Passenger)

Non Operational Layover Charges:

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (49 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (57 Passenger)

_____ Bus(es) x _____ hours @ \$ _____ per hour = \$ _____
 (59 Passenger)

VCR Charges:

_____ Bus(es) x _____ days @ \$ _____ per day = \$ _____

Additional Costs = \$ _____

TOTAL COST (Including ALL buses and must include total cost of driver, insurance, gratuity, fuel, all tolls, parking fees, etc.) = \$ _____

ATTACHMENT C

Specifications for Bus Companies

SPECIFICATIONS FOR BUS COMPANIES - ATTACHMENT C

All companies using school buses must comply with the following:

Buses must meet all Federal guidelines.

All school buses must be post 1978 model buses. They must meet the Federal Vehicle Safety Standards and Florida School Bus Specifications in effect the year the bus was manufactured. This shall include but is not limited to the following:

- Standard 217 - bus windows
- Standard 220 - roll-overs
- Standard 331 - joint strength
- Standard 222 - seating
- Standard 301 - fuel system integrity

All buses must meet all Florida School Board Specifications as stated in Florida Statute 1006.25 and Chapter 6A-3 of the State of Florida Board of Education Administrative Rules. All contracted school buses must be inspected **every 28 days of operation** by the School District or another authorized Florida county school board vehicle maintenance department in accordance with DOE Guidelines. The cost of each inspection performed by the School District shall be \$45.00. Buses which fail this inspection will be re-inspected one time at no additional cost. Any additional inspections will be at the \$45.00 inspection fee. If your company is offering school bus service, **it must comply** with this requirement.

All equipment and operations procedures must comply with Florida State Board of Education Administrative Rules 6A-3, as amended, and Florida Statute 1006.25 of the Florida Statutes, as amended. The School District reserves the right to request documentation for proof of compliance to this section.

Bus drivers must be fully qualified and licensed to operate school buses in the State of Florida.

Companies shall not sub-contract any school buses or shall use only school buses on the current approved list developed by the School Board which have a current inspection decal.

All school buses which are being offered as wheelchair lift accessible must meet all the current Federal, State and local legislation as it applies to handicapped transportation.

All successful vendors must be in strict compliance with the Omnibus Transportation Employee Testing Act of 1991, as amended, as well as 49 CFR Part 40 (Drug and Alcohol Testing Procedures), 49 CFR Part 382 (Drug and Alcohol Testing Requirements) and 49 CFR Part 391 (Driver Qualifications). Furthermore, all successful vendors must have on file with the School District a copy of the contract with the firm that conducts the vendor's drug and alcohol testing along with a copy of the vendor's written Drug and Alcohol Testing Program. **Failure of a vendor to comply with applicable laws and regulations will result in the Transportation Committee recommending removal from the approved list of vendors.**

SPECIFICATIONS FOR BUS COMPANIES - ATTACHMENT C

All companies using buses other than school buses must comply with the following:

All operational procedures and buses must meet all Federal and State Motor Carrier Laws and be registered as a regulated common carrier. The School District reserves the right to request documentation for proof of compliance to applicable laws.

Copies of most recent annual and/or interval safety inspections shall be provided to the School District for all buses listed on company's submitted inventory list. The School District reserves the right to observe the inspection of any unit listed on inventory, and inspect all maintenance records on units when requested.

All successful vendors must be in strict compliance with the Omnibus Transportation Employee Testing Act of 1991 as well as 49 CFR Part 40 (Drug and Alcohol Testing Procedures), 49 CFR Part 382 (Drug and Alcohol Testing Requirements) and 49 CFR Part 391 (Driver Qualifications). Furthermore, all successful vendors must have on file with the School District a copy of the contract with the firm that conducts the vendor's drug and alcohol testing along with a copy of the vendor's written Drug and Alcohol Testing Program. **Failure of a vendor to comply with applicable laws and regulations will result in the Extracurricular Transportation Committee recommending removal from the approved list of vendors.**

Companies shall use only coaches registered to an approved vendor which permanently displays on the bus the company name and registration number. **Companies shall not sub-contract with vendors not currently approved.**

SBBC reserves the right to audit all maintenance records kept by the company. Additionally, SBBC will perform random inspections on coach buses that are offered to the district to insure that inspection and maintenance records indicate the actual condition of the bus.

All school buses which are being offered as wheelchair lift accessible must meet all the current Federal, State and local legislation as it applies to handicapped transportation.

All bus companies must comply with the following conditions in order for service to be considered satisfactory:

- Bus companies shall only provide bus drivers for transportation services who have less than three moving traffic violations over the last seven years and no DUI convictions recorded on their most current State of Florida Motor Vehicle Record (MVR).
- All bus drivers who provide transportation services must be alert, prepared physically and mentally for the trip and have complete knowledge and familiarity with the trip's driving route.
- Bus companies must provide, to each bus driver, a working cellular phone or two-way radio for communication purposes. A citizen band (CB) radio will not be acceptable.

SPECIFICATIONS FOR BUS COMPANIES - ATTACHMENT C

All bus companies must comply with the following conditions in order for service to be considered satisfactory.

All buses, that are provided for transportation services, must be operationally safe, comfortable and clean. Bus companies must insure restrooms are clean and usable for the duration of the trip.

All contracted buses must arrive punctually at the scheduled pick-up time and location or contact the location no less than one-half hour prior to scheduled pick-up time if a delay in arriving at the location is anticipated.

All contracted buses shall return to the originating location no later than one-half hour after the scheduled return time, unless a bus experiences unavoidable mechanical problems. If a bus experiences unavoidable mechanical problems within the tri-county area (Miami-Dade, Broward or Palm Beach Counties) and the anticipated return time is in excess of one hour past the scheduled return time, vendor must provide an approved and mechanically safe, replacement bus for the completion of the trip.

If a mechanical problem occurs to a bus outside the tri-county area and it is determined to be unsafe and not drivable, the bus company must dispatch an approved and mechanically safe, comfortable and clean replacement bus within one hour of notification of problem or penalties will accrue. Penalties accrued will be computed as a percentage of transportation cost based on time lost.

Bus companies must provide a bus which is no less than the capacity and condition contracted for by the school for the duration of the trip. There shall be no additional charge for a bus of increased passenger capacity unless the larger bus was contracted for originally.

ATTACHMENT D

Statement of “No Response”

ATTACHMENT D, STATEMENT OF "NO RESPONSE"

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

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

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

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____