

# **The School District of Osceola County, Florida**

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

## **February 2, 2006 CALL FOR BID BID #SDOC-06-065 CJ**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **TRANSPORTATION SERVICE FOR EXTRACURRICULAR ACTIVITIES** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00PM on March 15, 2006**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

**A Pre-Bid Conference** will be held at **9:00AM, on February 16, 2006**, in the conference room of the Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744. The bid document will be reviewed and questions from the vendors will be addressed.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope.

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

### **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the Convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a public Entity for the construction or repair of a public building or public works, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list."

### **APPLICABLE LAW**

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

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INVITATION TO BID

BID #SDOC-06-065 CJ

**PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT IF AWARDED TO YOUR COMPANY.**

NAME OF BID: TRANSPORTATION SERVICES FOR EXTRACURRICULAR ACTIVITIES

LEGAL NAME OF BIDDER: \_\_\_\_\_

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

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (Area Code) \_\_\_\_\_ FAX: (Area Code) \_\_\_\_\_

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

TYPED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**REQUIRED BID SUBMITTAL CHECKLIST:**

**Please be sure you have completed and enclosed this page along with the required documents checked below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.**

- ✓ Drug Free Workplace Certification
- ✓ Insurance Documentation as specified in Bid
- ✓ Questionnaire
- ✓ Additional rate sheet(s)
- ✓ Additional Submittals specific to this bid may also be required. See Bid for details.

**DUE TO THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU “DO NOT” SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.**

**FC-220-120  
(Rev. 6/99)**

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DRUG FREE WORKPLACE  
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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Vendor's Signature

ne(pr237p)

**1. SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **TRANSPORTATION SERVICES FOR EXTRACURRICULAR ACTIVITIES**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 THE INTENT of this bid is to establish the minimum requirements for Transportation Services for Extracurricular Activities and to establish a firm price per terms and conditions herein specified.

This Bid is to establish a contract for a base period of three (3) years from the date of award of the bid. During which time, the successful contractor shall guarantee firm prices for the item(s) awarded to him/her as specified in this Bid. The contract will be subject to annual renewal for the duration of the base bid term, at the same terms and conditions, if mutually agreeable by both parties. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER AND THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the purchasing department by the specified due date and time. LATE BIDS WILL BE REJECTED! Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

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2.05 **INQUIRIES**

Please direct all inquiries concerning this bid, in writing, to: Cheryl Jessee, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, fax # (407) 870-4616.

2.06 **TAXES**

The School District of Osceola County is exempt from Federal Tax and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

2.07 **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

2.08 **ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 **CONTRACTUAL AGREEMENT**

This invitation to Bid shall be included and incorporated in the final award. The successful Bidder agrees that, he will deliver proof of insurance coverage as required by the Specifications. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by vendor must be enclosed at time of bid response submittal.

2.10 **CANCELLATION CLAUSE**

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date.

2.11 **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

2.12 **POSTING OF BID TABULATIONS**

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

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2.13 **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

2.14 **CHECK UNIT PRICES**

PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

2.15 **NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

2.17 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.18 **BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.19 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.20 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.21 **DEFINITIONS**

The term Board shall mean: The School Board, The School System, The School District of Osceola County, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.

2.22 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

B. **INTERPRETATION OF BIDDING DOCUMENTS**

No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.23 **LITIGATION HISTORY**

Bidder shall identify all litigation to which bidder, a predecessor vendor, or a related vendor or entity has been a party, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

**3. SPECIAL TERMS AND CONDITIONS**

3.01 **METHOD OF AWARD**

The School Board reserves the right to award to multiple, responsive, responsible vendors. The District staff may apply all, or part of the following criteria to measure a Bidder's degree of responsibility: size of bidder's fleet and facility; the District's past experience with bidder; financial status of bidder; labor relations of bidder; references; meeting or exceeding all Florida Department of Transportation Standards; ICC #; and Federal ID #. The Board reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgement, will be in the best interest of the School District. The Board also reserves the right to waive all informalities.

3.02 **LOWEST AND BEST BID**

SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean the lowest Total Net Bid Price for all required tasks. In determining which is the "lowest" and "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

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SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment, will be for the best interest of the School District of Osceola County, Florida.

3.03 **ASSIGNMENT**

Any Purchase Order issued pursuant to this bid invitation and the moneys, which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.04 **PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.05 **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.06 **QUANTITY**

The estimated dollar that could be spent during the first twelve (12) months of this contract period is \$150,000.00. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.07 **QUANTITY CHANGE**

The School District reserves the right to increase or decrease the total.

3.08 **MISTAKES**

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of additional errors, the totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk.

3.09 **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.10 **ORDERS**

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the purpose of TRANSPORTATION SERVICES FOR EXTRACURRICULAR ACTIVITIES. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the vendor. The order should be reviewed for correct prices, catalog numbers, extensions, etc. Any necessary changes must be noted in writing and returned to the school or department. NO PRICE CHANGES, FREIGHT CHARGES OR OTHER ALTERATIONS WILL BE ALLOWED.



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3.11 **EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

3.12 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.13 **PAYMENT DISCOUNTS**

A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

3.14 **BIDDER QUALIFICATIONS**

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall submit, with his bid package, the attached Questionnaire (pages 18 - 20).

3.15 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.16 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

3.17 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.18 **COMPLIANCE WITH BID SPECIFICATIONS**

A purchase order will be issued to the successful bidder with the understanding that all services must meet the specifications herein. Services and quality of buses not as specified will not be "accepted" and will be cancelled at no expense to the School District of Osceola County.

3.19 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.20 **PROOF OF INSURANCE**

The awarded bidders will furnish proof of the following insurance to the School District of Osceola County by Certificate of Insurance. **THE SCHOOL DISTRICT OF OSCEOLA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

3.21 **INSURANCE CANCELLATION**

Should any of the required insurance policies be cancelled before the expiration date or nonrenewed, the issuing company will provide thirty (30) days written notice to the certificate holder The School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company shall be duly licensed and qualified to do business in the State of Florida

3.22 **INSURANCE**

The Contractor shall provide evidence of liability insurance in the following manner:

1. As evidence of compliance with the insurance required by this agreement, the Contractor shall furnish the District with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage within ten (10) working days of the notification of the award of the contract.
2. The evidence of insurance shall provide that the District be given no less than thirty (30) days written notice prior to cancellation.
3. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the requested insurance for which evidence was provided.

Insurers providing the insurance required by the Contractor by this agreement must meet the following minimum requirements:

3.23 **COMMERCIAL GENERAL LIABILITY INSUREANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

1. The Contractor's insurance shall cover the Contractor for those sources of liability (including, but not by way of limitation, Coverage for Operations, Products/Completed Operations, Personal Injury Liability with Employment Exclusion Deleted, Independent Contractors, and Liability Contractually Assumed) which would be covered by the latest occurrence from edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
2. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence / \$3 million annual aggregate.
3. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.
4. The Contractor shall include the District and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the District as Additional Insured using the latest Additional insured-Owner, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The District, its members, officers, employees and agents as additional insured".

3.24 **AUTOMOBILE LIABILITY INSURANCE**

The Automobile Liability Insurance provided by the Contractor shall conform to the following requirements:

1. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with this agreement.
3. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to annual aggregate, \$3 million annual aggregate.

3.25 **WORKER'S COMPENSATION/EMPLOYER'S LIABILITY**

The Workers' Compensation/Employers' Liability Insurance provided by the contractor shall conform to the following requirements:

1. The Contractor's insurance shall cover the Contractor (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
2. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$1 million per occurrence / \$3 million annual aggregate.

3.26 **PROFESSIONAL LIABILITY INSURANCE**

The Contractor shall provide, subject to reasonable commercial availability, the Professional Liability Insurance conforming to the following requirements:

1. The Professional Liability Insurance (including coverage for the scope of services to be performed under this Agreement). Said policy shall provide coverage for protection from negligent acts, errors and omissions of Contractor from or in connection with the performance of the Contractor's services hereunder.
2. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.
3. If on a claims-made basis, the Contractor shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this agreement.
4. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim / \$3 million annual aggregate.

3.27 **APPLICABLE TO ALL COVERAGES**

The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the District or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the Contractor. Except as otherwise specified, the insurance maintained by the Contractor shall apply on a first dollar basis without application of deductible or self-insurance retention. Compliance with the insurance requirements of this agreement shall not limit the liability of the Contractor, its subcontractors, its sub-subcontractors, its employees or its agents to the District or others. Any remedy provided to the District or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the agreement or otherwise.

The Contractor shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this agreement does not establish minimum insurance requirement for subcontractors or sub-subcontractors.

Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this agreement.

The Contractor shall be in default of this agreement for failure to maintain such insurance as required by this agreement.

3.28 **DURATION OF INSURANCE POLICIES**

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

3.29 **INSURANCE POLICY REVIEW**

Insurance policies shall be submitted for review to the School Board's attorney and the School Board's Department of Risk Management. Said policies shall be in form and content satisfactory to the School Board's said representatives. Said policies shall also name the School Board as an additional insured party where specified herein.

3.30 **OSHA**

The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.

3.31 **PRE-BID CONFERENCE**

A pre-bid conference will be held at 9:00AM, on February 16, 2006, in the conference room of the Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida. The bid document will be reviewed and questions from vendors will be addressed.

3.32 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

**4. TECHNICAL SPECIFICATIONS**

4.01 This contract shall provide transportation services for the District. This contract will be awarded to a company(s) who can provide transportation services within this county, state wide, and out of state. The rates should reflect this. These activities could include, but not limited to: football games, basketball games, track meets, baseball games, band outings, and all types of field trips.

4.02 REQUIREMENTS

The awarded contractor(s) shall provide a notarized statement that all vehicles to be used by the company for the purpose of transporting students have received inspection, maintenance, and repair equal or superior to that required on vehicles used by the District. In addition on the first school day of each month an awarded contractor(s) shall provide the District written a certified mechanic shall examine evidence that each vehicle used for the transportation of students. When the school board to ensure compliance incurs a cost, a fee shall be charged to the transportation company to offset the cost. The district school board shall have no liability for transportation arranged and provided for students pursuant to this section.

- a. The successful bidder must obtain any and all licenses and permits that may be required by this bid at no cost to the District.
- b. Every attempt will be made to finalize all arrangements and confirm dates and times of departures, length of trip and event, (in hours or days), number of passengers, return times and other pertinent information as required by the successful bidder, thirty (30) days prior to the date of the scheduled trip. It will be the successful bidder's responsibility to reserve the correct number of buses and drivers for Transportation and the School making the arrangements. Capacity is maximized and utilized for cost efficiency purposes, keeping safety, comfort and the best interest of the passengers.
- c. The successful bidder must provide buses to be used during the term of this contract that are 1989 or newer.
- d. Athletic events require availability of a maximum of twelve (12) buses on a given day. Some trips will be scheduled for out of state.
- e. The successful bidder shall insure that personnel and buses are present at the pick-up site at least thirty (30) minutes prior to the Scheduled departure time.
- f. The successful bidder **shall not** use drivers with suspended or revoked licenses.
- g. The successful bidder shall insure that each driver is adequately trained before transporting students, and that drivers operate the bus in a careful and prudent manner, exercising the highest degree of care at all times and observing and complying with all rules of the road and traffic regulations.
- h. All buses used in the execution of this contract shall be routinely and properly maintained to insure safety. All equipment shall be properly inspected prior to its delivery at designated pick-up points. This inspection must include, at a minimum: A complete safety check to insure equipment is in proper working order, verification of proper mechanical operations of all systems.
- i. Equipment shall be properly cleaned and maintained to insure a comfortable trip for students and staff. Cleaning requirements shall include the exterior and the interior of the

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bus; windows, floors, seats, toilets and any other areas to insure an overall clean and comfortable environment for ALL passengers.

- j. The successful bidder shall provide safe and timely transportation services from schools to destination points of scheduled events.
- k. The successful bidder shall notify a school immediately when buses are running late, have broken down, or for any reason, will not be on time for a scheduled pick-up or departure. If necessary, the successful bidder shall provide replacement buses at no cost to the School District.
- l. In the event of a late departure due to the awarded contractor(s), they will be responsible for any and all additional costs incurred to the District. As to and not limited to registration fees, attendance fees, lodging, meals etc.
- m. The successful bidder must furnish buses that meet or exceed all applicable Federal State of Florida Motor Vehicle Safety Standards and requirements of the State of Florida, Department of Education for standards of school buses when transporting students. The standards will also include Carrier Laws and Common ICC Carrier.
- n. At a minimum, buses must be equipped with operational 2-way radio communication system or cellular telephones that allow communication between the successful bidder's terminals.
- o. The successful bidder shall maintain adequate spare buses to insure continuity of service.
- p. The District reserves the right to modify or cancel trips during inclement weather and shall notify the successful bidder of any such modification or cancellation without penalty to the District prior to the scheduled departure or pick-up.
- q. Copies of the 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. Submit a part of this RFP on a separate sheet a complete inventory list of all buses that may be used as a result of this contract.
- r. All buses that are being offered as wheelchair lift accessible must meet all the current Federal, State and local legislation as it applies to handicapped transportation.
- s. A system for handling driver write-ups and subsequent repairs may be requested at any time from the District.
- t. The awarded contractor(s) shall provide to the District a system for handling accident reports on drivers or on equipment.
- u. It will be the responsibility of the awarded contractor(s) to finalize all arrangements and to confirm all dates and times of the trip(s). This is to include, but not limited to dates, times, length of trip, number of passengers, return times and other pertinent information.



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- v. For-hire motor carriers operating in interstate commerce under authority issued by the Interstate Commerce Commission (ICC) are not subject to this regulation, but are required to mark their vehicles under a similar regulations issued and enforced by the ICC. The FHWA expects for-hire interstate motor carriers, subject to its safety jurisdiction, to comply with applicable ICC vehicle marking requirements. Motor carriers whose operations are both for-hire and private or some other type of operation (e.g., a private motor carrier hauling its own products outbound from its one facility and operating as a for-hire motor carrier on the return movement) may fulfill the vehicle marking requirements contained in Section 390.21 by displaying their ICC number at all times.
- w. Vehicles cannot exceed the rate of capacity.
- x. The District has the right to inspect the facilities that have sent in their proposals.
- y. All vehicles rented for District related activities shall be rented under the District's name: The School District of Osceola County, Florida, followed by the School's Name, and/or Department Name.

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QUESTIONNAIRE

The following questionnaire shall be answered by the Vendor for use in the evaluating of the Bid to determine the "best". The School Board shall weight (a) experience, qualifications, and reputation of each Vendor and (b) the quality of the products and of the services proposed by each vendor.

**FIRM NAME:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Inquiries: \_\_\_\_\_

**BONDING:**

Surety Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Bonding Capacity: \$ \_\_\_\_\_

Value of Work Presently Bonded: \$ \_\_\_\_\_

**INSURANCE:**

Insurance Company: \_\_\_\_\_

Agent Company: \_\_\_\_\_

Agent Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Worker's Compensation Modifier for the past three (3) years: \_\_\_\_\_

**SAFETY:**

Have you had any accidents within the last three (3) years? YES  NO

Have you had fatalities with the last five (5) years? YES  NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

**EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Years in this area of work: \_\_\_\_\_

Value of work now under contract: \_\_\_\_\_

Value of work in place last year: \_\_\_\_\_

Average annual value of work completed (last three (3) years): \_\_\_\_\_

Trades usually self-performed: \_\_\_\_\_

Percentage (%) of work performed by own forces: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

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Total number of permanent staff employed includes the following:

Professional: \_\_\_\_\_ Operations Manager: \_\_\_\_\_ Other: \_\_\_\_\_  
Controller: \_\_\_\_\_ Sales Manager: \_\_\_\_\_  
Drivers: \_\_\_\_\_ Dispatcher: \_\_\_\_\_

In-house Maintenance Capability:

Maintenance Floor Area: \_\_\_\_\_ sq.ft.  
Approximate Value of Equipment owned by Firm: \$ \_\_\_\_\_  
Are bathrooms available on your buses? YES  NO   
Are VCR's available on your buses? YES  NO   
(Only approved school supplied videotapes are to be shown on any bus trips)  
If yes, state if any additional costs? \$ \_\_\_\_\_  
Attached list of Bus Inventory YES  NO

List Three (3) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Contract with any other School Districts:

PROJECT #1:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #2:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

PROJECT #3:

Contracting Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**BANK REFERENCES, CREDIT REFERENCES:**

Bank Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Currently Rated with Dun & Bradstreet?  YES  NO  
If so, what is your D&B rating: \_\_\_\_\_

Has Firm: Failed to complete a contract?  YES  NO  
Been involved in bankruptcy or reorganization?  YES  NO  
Pending judgment claims or suits against firm?  YES  NO  
(If answer to preceding is YES, submit details on separated sheet.)

7. **Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?**  YES  NO

If YES provide complete details on a separated sheet.

## PRICE SHEET

ITEM #	DESCRIPTION	COST PER TRIP
1	ORLANDO THEME PARK AREA	\$ _____/trip
2	TAMPA AREA	\$ _____/trip
3	KENNEDY SPACE CENTER AREA	\$ _____/trip
4	ST. AUGUSTINE AREA	\$ _____/trip
5	LEESBURG AREA	\$ _____/trip
6	HOURLY RATE FOR SPORTING EVENTS IN THE ORANGE COUNTY AREA  MINIMUM NUMBER OF HOURS BILLED FOR A TRIP	\$ _____/hour  _____
7	HOURLY RATE FOR SPORTING EVENTS IN THE SEMINOLE COUNTY AREA  MINIMUM NUMBER OF HOURS BILLED FOR A TRIP	\$ _____/hour  _____

**ALL OTHER RATES OFFERED NOT ADDRESSED ON THIS  
SAMPLE PRICE SHEET MUST BE INCLUDED ON SEPARATE  
SHEET (S) AND ATTACHED TO THIS BID DOCUMENT**

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I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Vendor.

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER