



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

BIDDER QUALIFICATION FORM

BID NO. 053-LL08

BID TITLE School Bus Routes For Private School Bus

Companies

Direct all inquiries to Procurement Management Services.

BUYER NAME:

Donna F. Denson

E-MAIL ADDRESS: ddenson@dadeschools.net

PHONE: (305) 995-2673

FAX NUMBER:

TDD PHONE: (305) 995-2400

Bids will be accepted until 2:00 PM on June 9, 2011 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

- A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.
- B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.
- C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)
- D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES ☐ NO ☐

Refer to **INSTRUCTIONS TO BIDDERS**, para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED: Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES ☐ NO ☐

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ **State** _____ **Zip Code** _____

Telephone No. _____ **Fax No.** _____

E-mail Address _____

By: Signature (Original)

Of Authorized Representative _____ **Date** _____

Name (Typed or Printed)

Of Authorized Representative _____ **Date** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INSTRUCTIONS TO BIDDERS

CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a Cone of Silence from issuance of a solicitation and shall terminate at the time the School Board acts on a written recommendation from the Superintendent to award or approve a contract, to reject all bids or responses, or to take any other action which ends the solicitation and review process. All provisions of School Board Rule 6Gx13-8C-1.212, apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATIONS. Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.

2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2, and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 6Gx13- 3C-1.10. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064, Adjudicatory Proceedings.

E. The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Martinez@dadeschools.net

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right

to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order had been issued or \$100, whichever is greater or (2) lose eligibility to transact new business with the board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. BID DOCUMENTS. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

H. DEBARMENT. Pursuant to Board Rule 6Gx13- 3F.1.023 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. IDENTICAL PRICES. When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board rule 6Gx13- 3C-1.131.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than \$500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

<u>Contract Amount</u>	<u>Minimum Rating by A.M. Best</u>
\$ 500,000.01 to \$ 2,500,000	None
\$ 2,500,000.01 to \$ 5,000,000	B+ or NA-3
	No Minimum Class
\$ 5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of \$500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department (<http://materials.dadeschools.net>) are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing. No perishable samples submitted for testing and evaluation will be returned.

G. TESTING AND EVALUATION RESULTS. The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) of Item(S) Contained
4. Item Number (S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by

the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII.COMPLIANCE WITH LAWS – Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national

sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XXIII. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the

prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XXV. LOBBYISTS

School Board Rule 6Gx13- 8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board rule may be accessed at:
<http://www2.dadeschools.net/schoolboard/rules/>

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


SUPERINTENDENT OF SCHOOLS

FROM: _____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: 053-LL08
BID TITLE: School Bus Routes For Private School Bus
Companies
BID OPENING DATE: June 9, 2011

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. NO ENVELOPE IS NECESSARY.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.

We cannot meet the specifications nor provide an alternate equal product.

Our company is simply not interested in bidding at this time.

OTHER, (Please specify) _____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

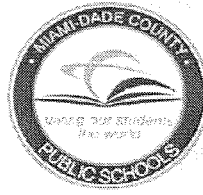
Signature _____

Title _____

Company _____

NOTE: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a *NO BID*.

Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for the chief **officer**, director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. The clauses are attached to and form a part of Bid # 053-LL08

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to the commencement of services under this Contract, the Vendor must submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages shall cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence.
2. Automobile Liability Insurance covering all owned vehicles used in connection with the operations of the Vendor in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Personal Injury Protection (No-Fault) \$10,000 per person.
4. Workers' Compensation Insurance for all employees of the Vendor.
5. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on Commercial General Liability and Automobile Liability Insurance coverages.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with the either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed original certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

The schedule of insured vehicles shown on the certificate of insurance must identify each vehicle by Vehicle Identification Number, Year, Make and Model.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be shown as the Certificate Holder on the certificate of insurance.

The Vendor shall be in default of this Contract for failure to continuously maintain, without interruption, the insurance as required by this Contract. Any questions and/or inquiries regarding these requirements should be directed to Mr. Michael Fox at 305-995-7182.

Bid Number: 053-LL08

Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

Special Conditions

01-PURPOSE

The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements, for the items listed. The term of this bid shall be for one (1) year from the date of award and may, by mutual agreement between Miami-Dade County Public Schools and the successful bidder(s), be extended for four (4) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the **current contract period**. Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the successful bidder, prior to the end of the current contract period. All prices shall be firm for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.

02-QUANTITIES

The quantities or usage shown on the Bid Proposal Form are estimates **only**. No guarantee or warranty is given or implied by the Board, as to the total amount that **may** or **may not** be purchased from the resulting contract(s). These quantities are for bidders' information **only**, to aid in determining whether they will be able to supply the amounts which may be required by the Board.

03- INSURANCE REQUIREMENTS

Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s) (General Liability Insurance, Automobile Liability Insurance, Workman's Compensation Insurance and/or Certificate of Exemption of Coverage under Worker's Compensation Law (BCM207) issued by the State of Florida or a copy of the Notice of Election to be Exempt), no later than five (5) days after the bid opening date. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award. Please submit all documentation to:

Donna Denson, CPPB, Buyer
1450 N. E. 2nd Ave Rm 351
Miami, Florida 33132

The vendor information (name, address, etc.) on the certificate of insurance must exactly match the vendor information on the Bidder Qualification Form of the bid or the vendor will be considered non-responsive and not eligible for award of the contract.

Bid Number: 053-LL08

Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

Special Conditions

Failure to have and continuously maintain the appropriate insurance, as specified herein, shall result in the loss of all runs for the remainder of the current contract.

04- AWARD

The School Board of Miami-Dade County may award the contract to the two (2) lowest responsive/responsible bidder(s). One (1) Primary and One (1) Alternate bidder meeting specifications. In the event the primary vendor is unable to perform the services under this contract the alternate awardee will be contacted. The School Board of Miami-Dade County reserves the right, at its sole discretion, to assign services, to alternate vendor (s) on other Governmental, Local or State contract

05-LOCAL BUSINESS TAX RECEIPT

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt (Occupational License Tax) requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their Local Business Tax Receipt Tax requirements. A copy of the tax receipt is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new tax receipt after expiration or termination of the current tax receipt. Non-compliance with this condition may cause the bid not to be considered for award.

06-All companies must be in full compliance with all Federal, State and Local regulations.

07-A vendor may not receive an award, if that vendor does not have the required extra drivers and buses.

08- All buses to be used in this contract shall be titled in the name of the bidder as it appears on the Bidder Qualification Form. The successful vendor(s) shall have 30 days from the date of award to comply with this requirement. Failure to do so will result in the vendor(s) award being terminated and the routes reverting back to the Board.

09-ROUTE INDICATOR SIGNS

Bid Number: 053-LL08

Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

Special Conditions

All successful bidders will be required to purchase and mount route indicator signs that will be used to identify the M-DCPS route that is being serviced. The route indicator signs must be of black durable plastic with white changeable digits with a header that must read "ROUTE." The unit purchased must match the existing units currently used by M-DCPS. The units must be mounted in between the rub rails, closest to the entrance door. The route indicator signs are called The Route Changer, Model Number RC-H4 and were purchased from Reflective Image, 74605 Main Road, Greenport New York 11944. Telephone Number 1-888-948-9800.

10- LETTERING AND MARKING

All lettering and markings on school buses must comply with National School Transportation Specifications and Procedures and all current Florida School Bus Specifications. No other letterings, markings, signs or stickers are permitted to be placed on or in a school bus.

11-The contractor(s) shall ensure that all school bus drivers provided, in accordance with these specifications, are alert and physically capable of performing their assigned duties. All drivers shall be neat and clean in their appearance. The drivers employed by the contractor must demonstrate the ability to verbally communicate effectively in English with those persons students and children with whom they come in contact.

12-ATTIRE

All drivers driving under contract for MDCPS are requested to dress in professional attire. Therefore, it is requested that the drivers wear a shirt with a collar and dark colored pants or shorts. Jeans are not to be permitted.

13-PRE K REQUIREMENTS

In the event an awarded vendor is required to transport pre-school age children, the guideline for the safe transportation of pre-school age children in school buses, attached, must be adhered to prior to the transportation of the children. Vendors that transport pre-school students not in accordance with the attached will be in default and will be disqualified from operating the route.

14-POST TRIP REMINDER

All buses under contract to MDCPS must be outfitted with an appropriate electronic Post Trip Reminder System.

15-ROUTE ADJUSTMENTS

Bid Number: 053-LL08

Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

Special Conditions

The Department of Transportation reserves the right to adjust any route, at no additional cost to the district, as long as the adjustment does not exceed the time window by more than 5% of the awarded route time.

16-READINESS

All required equipment, Post Trip Reminder System, Route Indicator Signs, and Child Restraint Systems must be installed in school buses by the first day of classes for the 2011-2012 school year. All awarded vendors, must inform Mr. Jerry Klein, Department of Transportation telephone number (305) 234-3365, within 24 hours after date of award, of their readiness to perform. Failure to notify the Department of Transportation, within the prescribed time, shall result in loss of the route(s) for the contract period.

17-ASSIGNMENT OF ROUTES / CHANGE OF OWNERSHIP

- A. There will be no assignment of routes allowed. Routes awarded to a specific company will remain with that company for the duration of the contract.
- B. Any assignment of or failure to accept any route(s) recommended for award, will be considered a default of the contract, with the appropriate default penalties assessed. These routes will revert back to the Board for appropriate disposition.
- C. In the event that routes awarded by the Board can no longer be handled by a vendor, those routes will revert back to the Board for appropriate disposition.
- D. If a bus company changes ownership, sales documents, showing the complete sale and transfer of all company assets, must be submitted, immediately upon completion of the sale, to the Board. Upon receipt of the appropriate sale/transfer documentation, the awarded school bus routes may, upon Board approval, be assigned to the new owner/company, or revert back to the Board for appropriate disposition.

The vendor must be able to demonstrate that it is not an affiliate of a business nor share (on an individual or combined basis) common ownership, directors, management, employees, facilities, inventory, financial resources and expenses, equipment or business operations with an individual and/or business concern

Bid Number: 053-LL08

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which is in the same or an associated field of operation. Affiliate shall be as defined in Florida Statute 607.0901. Failure to do so will result in the bid being considered non-responsive.

18-PRE-BID CONFERENCE

There will be an information pre-bid meeting at 10:00 AM, on June 3, 2011, in the Training Classroom at the Transportation Administration Building, 15401 SW 117 Avenue, Miami, Florida. Vendors are strongly encouraged to attend this meeting. Bids will only be accepted from vendors who are approved to contract with Miami-Dade County Public Schools for this type of service prior to the opening of the bids.

19-A CD containing the following documents will be distributed during the informational pre-bid meeting. These documents will be considered as a part of this bid and are incorporated in the bid specifications:

- A. MDCPS Operational Requirements For Private School Bus Companies
- B. Screening of Driving Records Criteria for Prospective School Bus Drivers
- C. Regular and extended School Calendar 2011-2012 school year
- D. Chapter 1006 Florida Statutes/State Board Rule 6A-3
- E. Handbook for School Bus Drivers, March 2010 Edition
- F. School Board Rule 6GX 13-3E-1.101
- G. Guidelines for the safe transportation of pre-school age children in school buses
- H. Bus Information Profile

Vendors are encouraged to make sure that they receive copies of all of the above listed documents. In the event that a vendor is unable to attend the pre-bid meeting, please contact Mr. Jerry Klein at telephone (305) 234-3365 to obtain copies.

20-INFRACTIONS AND PENALTIES

A copy of document entitled "Infractions and Penalties for Private School Bus Companies" is included as part of the requirements and becomes a part of this bid.

21-TOLLS

It is the vendor's responsibility to determine prior to bidding the cost of all tolls. Tolls should not be shown as a separate item in this bid. The total cost of each

Bid Number: 053-LL08

Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

Special Conditions

item will include all applicable tolls.

22-Specific routes will be provided to the awarded vendors on or about August 9, 2011.

23-In order for a company to be approved to contract with Miami-Dade County Public Schools, the following requirements must have been met:

- A. Company drivers must have completed all actions necessary to be certified to drive for the 2011-2012 school year. Driver certification is handled by MDCPS Transportation Operations and Training Office. Please contact Mr. Jerry Klein by telephoning (305) 234-3365. Prior notification will be given to the Transportation Department when a driver leaves a company and/or when new drivers are added. Failure to notify the Transportation Department of a new driver, prior to use of that driver, will result in an automatic loss of route for the remainder of the contract including extension years, if any.
- B. Company insurance must be approved by MDCPS Office of Risk and Benefits Management. Please contact Mr. Michael Fox by telephoning (305) 995-7182.
- C. Company buses must be approved by M-DCPS and must meet all applicable specifications for the year of manufacture. All company school buses must be inspected in accordance with Florida Statutes and applicable State Board Rules every thirty (30) school days. These inspections may be performed by M-DCPS or by the vendors.
- D. M-DCPS INSPECTIONS. Please contact Mr. Orlando Alonso, Director of Vehicle Maintenance, by telephoning (305) 278-5111. Thirty (30) day inspections will be performed at M-DCPS Vehicle Maintenance facilities at a cost of \$105.00 per inspection. If, for any reason a bus fails inspection, MDCPS will re-inspect those items within 72 hours at no additional cost. Re-inspection after the 72 hour window will require additional fees.
- E. VENDOR INSPECTIONS. Thirty (30) day inspections must be performed by a certified D.O.E. School Bus Inspector. Prior to vendor inspections, M-DCPS Vehicle Maintenance must be notified of the bus inspector's name and certification number. Copies of all completed bus

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Bid Title: School Bus Routes for Private School Bus Companies

Assigned Buyer: Donna Denson

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inspection forms must be provided to M-DCPS Vehicle Maintenance within twenty-four (24) hours of inspection.

- F. INSPECTIONS BY OTHER SCHOOL DISTRICTS. Vendors may also make arrangements with other school districts to have inspections performed by their certified D.O.E. School Bus Inspectors. Vendors are responsible to ensure that the completed bus inspection forms are provided to M-DCPS Vehicle Maintenance within twenty-four (24) hours of inspection.
- G. RIGHT TO SPOT CHECK AND/OR RE-INSPECT BUSES. M-DCPS reserves the right to spot check and/or re-inspect buses at any time to ensure compliance with Florida Statutes governing school buses. The Vendor shall be responsible to pay all applicable fees for such spot checks and/or re-inspections.

24-VENDOR APPLICATION

Vendors are required to have on file a current vendor application. If not, a new, current vendor application must be submitted with bid. The information that appears on the application is to match that as entered on the Bidder Qualification Form.

25-VENDOR INFORMATION SHEET

All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at **www.procurement.dadeschools.net**

26-All companies operating under contract with MDCPS for the transportation of students to and from school or to and from student activities, must meet all drug testing requirements of the School Board of Miami-Dade County, Florida and the Omnibus Transportation Employee Testing Act of 1991, and provide appropriate documentation to the district.

27-Failure of the vendor(s) to comply with all bid submittal requirements shall render the bid non-responsive and not considered for award recommendation. The bidder shall be considered in default for failure to

Bid Number: 053-LL08
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provide certain submittals, as delineated in these specifications, within the designated time period, as stipulated in the Instructions To Bidders, V.E.

- 28-**This bid is for an estimated 180 school days for regular routes. All vendor costs, practice runs, inspection fees, equipment and equipment installation, etc., must be included in the daily bid prices. No additional compensation will be allowed or provided.
- 29-**The bidder must indicate in the space provided in the Bid Proposal section the maximum number of routes that it will be able to accept and perform. The award will be based on that number and no more. **Award will be made based upon drivers, buses and available equipment certified as of date of bid opening.** The sole determination of which route is awarded to which company shall rest with the Board.

30-CONE OF SILENCE

A Cone Of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or Email to:

Mr. Donna Denson, CPPB, Buyer
Procurement Management
Fax #305-523-2673
E-mail: ddenson@dadeschools.net

A copy of this written request must be sent simultaneously to:

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-mail: martinez@dadeschools.net

31-BID ADDENDUMS

All bidders should monitor continuously, M-DCPS, Procurement Management Services website for any addendums that may be posted, prior to the opening of

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Assigned Buyer: Donna Denson

Special Conditions

this solicitation. The Procurement Management Services Website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net>

32-ERASURES OR CORRECTIONS

Bidders are requested to use permanent ink when completing the Bid Proposal Form.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in permanent ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

33-PRICE ADJUSTMENTS

The term of this contract is for one (1) year, with option to extend for four (4) additional one-year periods. At the end of each contract term, providing the option(s) to extend is exercised, the contract prices may be adjusted by up to 5%, up or down, applying 1% for every 5 cents of fuel price increase/decrease (maximum 5% either way) to the contract price for the previous period. The price of fuel will be monitored by the OPIS average rack price for fuel (diesel fuel) at the Port of Miami/Port Everglades the week of the award of the contract by the Board and will be reviewed approximately three (3) months prior to the expiration date of the contract and any extension. The first contract day of any extension period will be the starting date for the new OPIS average rack price for diesel fuel in effect for that week. This process will be repeated on any additional extension.

**INFRACTIONS AND PENALTIES FOR PRIVATE SCHOOL BUS
COMPANIES (ATTACHMENT A)**

Bid# 053-LL08

School Bus Routes for Private School Bus Companies

<u>Infraction</u>		<u>Penalty</u>
1. Companies using unlicensed, uncertified, or inappropriate drivers	Route:	Loss of Route for remainder of the current contract and extension periods.
	Field Trips:	Suspension from field trips for 1 month district-wide.
2. Companies using unapproved, un-inspected, or otherwise inappropriate buses.	Route:	Loss of Route for remainder of current contract and extension periods.
	Field Trips:	Suspension from Field Trips for 1 month district-wide.
3. Failure to continuously maintain, without interruption, appropriate liability insurance and/or Workers Compensation Insurance	Routes:	Loss of route for remainder of the current contract and extension periods and automatic removal from list of approved carriers for 14 months.
4. Inability to contact or communicate with company representative and/or driver on a "realtime" basis.		Loss of route for remainder of the current contract and extension periods.
5. Inability of the driver to communicate in English.		Loss of route for remainder of the current contract and extension periods.
6. Delay in providing M-DCPS with accident report.		Notification of all accidents must be immediate. Accident reports must be filed within 48 hours of occurrence. Failure to comply will result in loss of route for the remainder of the current contract and extension periods and removal from the approved list of carriers for 14 months.
7. Falsifying accident reports or failure to report an accident, no matter how minor, to DOT personnel.		Loss of route for the remainder of the current contract and extension periods and removal from the approved list of carriers for 14 months.
8. Driver receiving infraction(s) on DHSMV driving record transcript.		Disqualification of driver as prescribed in M-DCPS Screening Criteria.
9. Failure to notify the district of new driver prior to use of that driver or driver who no longer works for vendor.		Loss of route for remainder of the current contract and extension periods. Suspensions from field trips for 1 month district wide.
10. Inability to cover run.		Loss of route for remainder of the current contract and extension periods.
11. Driver and company personnel not adhering to relevant provision of the School Bus Driver Handbook		Penalty based on Infraction.

The School Board of Miami-Dade County, FL
Bid #089-GG07
School Bus Routes For Private School Bus Companies

Page 1 of 5

Name Of Bidder: _____

Bid #: 053-LL08

Title: School Bus Routes For Private School Bus Companies

Buyer Name: Donna Denson

Important Bid Notes

ALL TIMES SHOWN ARE APPROXIMATE.

VENDOR MUST INDICATE THE MAXIMUM NUMBER OF ROUTES IT WILL ACCEPT _____

Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
A/C = AIR CONDITIONING									
CSS - BUS MUST BE ABLE TO ACCOMMODATE CHILD SAFETY SEAT									
9232 NORTH TRANSPORTATION CENTER									
1	2601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus/Per Day	\$ _____	
2	2602	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus/Per Day	\$ _____	
3	2603	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
4	2604	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
5	2605	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	
9233 SOUTH TRANSPORTATION CENTER									
6	3601	6:15 - 8:50	1:45 - 4:40	REGULAR		180	Per Bus/Per Day	\$ _____	
7	3602	6:15 - 8:50	1:45 - 4:40	REGULAR		180	Per Bus/Per Day	\$ _____	
8	3603	6:00 - 8:50	1:45 - 4:50	REGULAR		180	Per Bus/Per Day	\$ _____	
9	3604	6:00 - 8:50	1:45 - 4:50	REGULAR		180	Per Bus/Per Day	\$ _____	
10	3605	6:00 - 8:50	1:45 - 4:50	Regular + CSS		180	Per Bus/Per Day	\$ _____	
11	3606	6:00 - 8:50	1:45 - 4:50	Regular + CSS		180	Per Bus/Per Day	\$ _____	
12	3607	5:50 - 8:50	1:45 - 5:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
13	3608	5:50 - 8:50	1:45 - 5:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	

The School Board of Miami-Dade County, FL
Bid #089-GG07
School Bus Routes For Private School Bus Companies

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Name Of Bidder: _____

Bid #: 053-LL08

Title: School Bus Routes For Private School Bus Companies

Buyer Name: Donna Denson

Important Bid Notes

ALL TIMES SHOWN ARE APPROXIMATE.

VENDOR MUST INDICATE THE MAXIMUM NUMBER OF ROUTES IT WILL ACCEPT _____

Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
14	3609	5:30 - 8:50	1:45 - 5:00	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
15	3610	5:30 - 8:50	1:45 - 5:20	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
16	3611	5:30 - 8:50	1:45 - 5:20	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
17	3612	5:30 - 8:50	1:45 - 5:20	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
18	3613	5:50 - 8:45	1:45 - 5:00	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
19	3614	5:50 - 8:45	1:45 - 5:00	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
20	3615	5:30 - 8:50	1:45 - 5:20	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
21	3616	5:30 - 8:50	1:45 - 5:20	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
22	3617	6:00 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT	BUS AIDE	180	Per Bus/Per Day	\$ _____	
23	3618	5:50 - 8:50	1:45 - 5:00	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	
24	3619	5:30 - 8:50	1:45 - 5:20	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	
25	3620	5:30 - 8:50	1:45 - 5:20	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	

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Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
9234 NORTHEAST TRANSPORTATION CENTER									
26	4601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus/Per Day	\$ _____	
27	4602	6:15 - 8:45	1:45 - 4:30	REGULAR		180	Per Bus/Per Day	\$ _____	
28	4603	6:00 - 8:50	1:45 - 4:40	REGULAR		180	Per Bus/Per Day	\$ _____	
29	4604	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus/Per Day	\$ _____	
30	4605	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus/Per Day	\$ _____	
31	4606	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
32	4607	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
33	4608	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
34	4609	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
35	4610	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
36	4611	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
37	4612	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
38	4613	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT	BUS AIDE	180	Per Bus/Per Day	\$ _____	
39	4614	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	

The School Board of Miami-Dade County, FL
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Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
40	4615	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	
9235 SOUTHWEST TRANSPORTATION CENTER									
41	5601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus/Per Day	\$ _____	
42	5602	6:00 - 8:45	1:45 - 4:40	Regular + CSS		180	Per Bus/Per Day	\$ _____	
43	5603	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
44	5604	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
45	5605	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	
9236 NORTHWEST TRANSPORTATION CENTER									
46	6601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus/Per Day	\$ _____	
47	6602	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus/Per Day	\$ _____	
48	6603	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus/Per Day	\$ _____	
49	6604	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus/Per Day	\$ _____	
50	6605	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus/Per Day	\$ _____	

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Item #	Route #	A.M. Hours	P.M. Hours	Bus Type	Other Requirements	Estimated Qty. (Days)	Unit	Price Per Unit	Comments
9237 CENTRAL-WEST TRANSPORTATION CENTER									
51	7601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus Per Day	\$ _____	
52	7602	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus Per Day	\$ _____	
53	7603	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus Per Day	\$ _____	
54	7604	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus Per Day	\$ _____	
55	7605	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus Per Day	\$ _____	
9239 SCHEE TRANSPORTATION CENTER									
56	9601	6:15 - 8:50	1:45 - 4:30	REGULAR		180	Per Bus Per Day	\$ _____	
57	9602	6:00 - 8:50	1:45 - 4:40	Regular + CSS		180	Per Bus Per Day	\$ _____	
58	9603	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS		180	Per Bus Per Day	\$ _____	
59	9604	5:50 - 8:50	1:45 - 4:50	Regular with A/C + CSS	BUS AIDE	180	Per Bus Per Day	\$ _____	
60	9605	5:50 - 8:50	1:45 - 4:50	WHEEL CHAIR LIFT + A/C	BUS AIDE	180	Per Bus Per Day	\$ _____	