

**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD
PENSACOLA, FL 32505**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
May 8, 2015

PURCHASING CONTACT & TELEPHONE:
Stacey Marshall 850-469-6208
Email: Smarshall2@escambia.k12.fl.us

BID TITLE:
**Drivers' Education Automobiles
Leasing, Repair and Maintenance Services**

BID NUMBER:
152705

BID OPENING DATE & TIME: **Friday May 29, 2015 @ 2:00 PM CST**
NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 75 North Pace Boulevard, Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION

The School District of Escambia County, (the "District") is soliciting Bids to enter into an agreement with an automobile dealership to lease "new" automobiles (to include any repairs and maintenance services needed). These automobiles will be used in the Drivers' Education Program at high schools in Escambia County for the 2015 - 2016 school year and subsequent school years. The current number of automobiles needed is twenty-one (21). "New" is defined for the purpose of this document as, "automobiles of the past, present, or future year that have not been used, titled, or registered. The only documentation for the automobile(s) is the **Manufacturer's Statement of Origin** as referenced as a **New Automobile** in the **Automobile Information Disclosure Act.**" The District reserves the right to increase or decrease the total number of automobiles based on need. The agreement will consist of the commitment of District business in exchange for the delivery of quality products with firm prices in a timely manner. **This document constitutes the contract agreement and as such, the entire document, pages 1 through 17 must be signed and returned.**

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The District will not accept collect freight charges. (3) No premium carriers will be used for the District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Bidder will, at the request of the District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Bidder until redelivery thereof to the District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted bidder 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 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 Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted bidder list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy

write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the District and/or is an employee of the District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be

provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The District has sole discretion in determining testing and evaluation methods. The District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven (7) workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the District's Purchasing Website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations, or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. TERM OF THE AGREEMENT: All prices, terms, and conditions of the purchasing agreement will be in effect from **August 1, 2015 through July 31, 2016** with four (4) one-year renewal options, by mutual agreement and upon approval by the Escambia County School Board.

B. BID COMMUNICATION: Due to time constraints, it is recommended that bidders send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Friday, May 15, 2015, no later than 5:00 p.m., Central Standard Time. Any changes in the specifications contained in this ITB will be made by Amendment. Any Amendment issued concerning this ITB will be posted on the Purchasing Department's web pages. **PRIOR TO SUBMITTING A BID,** it shall be the sole responsibility of each proposer to contact the Purchasing Agent or visit the Purchasing Department's Web pages to determine if an Amendment has been issued and to obtain Amendment. Any Amendment and answers to any questions received will be posted by Tuesday, May 19, 2015 by 5:00 p.m., Central Standard Time. The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

Please forward any questions to:

Purchasing Department
ATTN: Stacey Marshall
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505
Telephone: 850-469-6208
Email: Smarshall2@escambia.k12.fl.us

For the District to ensure equal treatment of all participating dealerships, the Purchasing Agent Listed on Page 1 is the District's only designated representative for this Bid. Dealerships are expected to utilize this representative for ALL information regarding this Bid. Dealerships who contact any other District employee regarding the subject of this Bid are subject to disqualification and may be prevented from participating in this solicitation.

C. RESPONSIBILITY OF THE BIDDER: Successful bidder shall be responsible for the following:

1. Provide new automobiles for use in the Drivers' Education Program for the first, second, and summer semester program for the 2015 - 2016 school year and in subsequent school years. Automobiles will be new models, preferably compact and/or mid-size classification, equipped with automatic transmission, gasoline engine, power brakes, power steering, air conditioning, four (4) doors, and seating four (4) people. Automobiles with split front seats and center located parking/emergency brake actuator are preferred.
2. Furnish, prior to the beginning of each semester, a listing of the automobiles to be provided to the District with the following identification information for each automobile: make, model, color, Vehicle Identification Number, and retail value. **(See Attachment A)**
3. Install dual brakes in each automobile, at no cost to the District.
4. Maintenance:
 - a. While in possession of the District, the Bidder will provide all necessary maintenance to keep each automobile in a safe operating condition at no additional cost to the District.
 - b. Upon arrival for maintenance at the dealership, all automobiles will be inspected for exterior body damage by an authorized representative of the Bidder and authorized District representative. Exterior body damage must be clearly marked and recorded on the Automobile Inspection Sheet. **(See Attachment B)** Both authorized representatives must sign the Automobile Inspection Sheet.

- c. Upon pick-up the automobiles will be re-inspected once maintenance is complete to ensure no further exterior body damage has been done to each automobile. If damage is noted, it shall be recorded on the Automobile Inspection Sheet, which will be retained by the District. This form will be presented when the automobile is turned in for replacement and the District will not be responsible for the damages incurred while in possession of the dealership.
5. Repairs:
- a. Automobile exterior body repairs include: collision due to accidents, vandalism, or damages incurred during District use. Repairs will be invoiced separately from the monthly Lease/Maintenance fees.
 - b. On arrival at the dealership, all automobiles being returned will be inspected for exterior body damage by an authorized representative of the Bidder and the authorized District representative. Exterior body damage must be clearly marked and stated on the Automobile Inspection Sheet (**See Attachment B**) Both authorized representatives must sign the Automobile Inspection Sheet.
 - c. **The Bidder may not submit a repair reimbursement request for exterior body damage that was found after both authorized representatives have signed the Automobile Inspection Sheet at the time the drop off.**
 - d. For repairs: Provide an estimate signed by an authorized estimator for the Bidder and an itemized invoice for each repair. All repair reimbursement requests need to be submitted to the District's Drivers' Education Program Specialist and approved before any and all repairs are made.
6. Assigned automobiles shall remain with the District throughout the term of this agreement unless the manufacturer recalls the automobiles due to safety issues. Replacement automobiles must be provided.
- a. If for any verifiable reason the specified automobiles cannot be furnished, substitute automobiles will be provided to fulfill the Drivers' Education Program requirements.
 - b. If an automobile is out of service longer than five (5) District work days, a replacement automobile must be provided to use until the repaired automobile is returned.
7. Pay all costs for all inspections, if such becomes required by law during the term of this agreement.

D. RESPONSIBILITY OF THE ESCAMBIA COUNTY SCHOOL DISTRICT (ECS):

1. Limit automobile usage to the instructional purposes of the Drivers' Education Program at the District's high schools.
2. The Drivers' Educational Program and the instructors are approved and certified by the Florida Department of Education.
3. Operate each automobile only under the personal supervision of an approved certified Drivers' Education Instructor.
4. Cover each automobile under District's self-insurance plan.
5. The District will be the sole authority in determining the allocation of the automobiles to the schools based on the Drivers' Education Program needs.

6. Maintain automobile fluid levels and tire air pressure as designated by the Bidder and report the need for services in accordance with the Bidder's instructions.
7. Supply all gasoline necessary to operate the automobiles during the contract period.
8. Pick-up and return automobiles to the Bidder's dealership.
9. Return all automobiles in the same operating and appearance condition as when received except for normal wear and usage.
10. Provide a District representative to assist the authorized bidder representative and or estimator when conducting inspections of the automobiles.
11. Reimburse the Bidder for repairs due to collision accidents, vandalism, or damages incurred from equipment on driving ranges after damages have been submitted and approved by the Drivers' Education Specialist. **Exterior body damages must be clearly marked and recorded on the Automobile Inspection Sheet that must be signed by both the estimator and the authorized District representative present. All other damages outside of normal wear and usage shall be stated in a repair reimbursement request.**

E. BID QUANTITIES: The District reserves the right to increase or decrease all estimated quantities during the term of this contract without affecting the bid pricing or the terms and conditions of the bid.

F. PRICING: It is the bidder's responsibility to ensure that the pricing listed in the bid will be the pricing for the entire bid period. This includes all renewal periods.

G. ALTERNATE BID: The District shall have sole discretion in accepting or rejecting any alternate automobile(s) bid.

H. SUBSTITUTIONS: Only those automobiles bid shall be supplied to the District and accepted. In the event that an automobile is discontinued by the manufacturer, the bidder may not substitute an equivalent automobile without first providing specifications and any deviations to the original specifications in this ITB document. Substitute automobiles replacing a product awarded must be offered at the same price or lower than the discontinued automobile. Pricing will remain in effect for the balance of the bid term. A new model that directly replaces a discontinued model is not considered a substitute under this paragraph.

I. AWARDING: Award will be based on the lowest total cost to provide the automobiles required in accordance with specifications, terms and conditions contained herein. Bid prices shall be firm for the entire contract period.

J. AFTER AWARDING: The Drivers' Education Instructors should be the first point of contact for the bidder for routine issues. Once the Bid is awarded, the winning dealership will be provided with a list of the District's Instructors and their phone numbers.

The Program Specialist and her Administrative Secretary should be copied on all correspondence. Any anticipated contract changes should be discussed with the Purchasing Agent Listed on Page 1. Any contract change must be made through the Purchasing Office and requires approval of the Escambia County School Board.

Roxanne Baker, Specialist

Physical Education, Health, Wellness,
Drivers' Education & Athletics
151 East Fairfield Drive
Pensacola, FL 32503
850-595-0186 Fax: 850-595-0187
rbaker2@escambia.k12.fl.us

Carmen Gustafson, Administrative Secretary

Physical Education, Health, Wellness,
Drivers' Education & Athletics
151 East Fairfield Drive
Pensacola, FL 32503
850-595-0183, ext. 2 Fax: 850-595-0187
cgustafson@escambia.k12.fl.us

- K. INVOICES:** All invoices and relevant documentation should reference the appropriate purchase order or transaction number, VIN and description shown in the detail specifications. No additional trucking, freight or fuel surcharges will be either considered or paid.
- L. DELIVERY:** All automobiles must be received and signed for by The Program Specialist or her designee. Delivery appointments must be made at least twenty-four (24) hours in advance by calling 850-595-0186 or 850-595-0183.
- M. PAYMENT METHODS:** The method of payment will be at the District's sole discretion using any of the following methods:
1. By warrant (check)
 2. By "P-card", the District's Visa credit card

The pricing submitted by the Bidder and accepted by the District is inclusive of any applicable payment terms and all fees incurred by the Bidder through their financial institution for accepting the above payment methods. No additional fees or charges to the District shall apply, unless otherwise preapproved by the District.

- N. EMPLOYEE SCREENINGS:** If services are to be provided when Districts students are present, or the Awardee will have access to Districts funds, or the Awardee will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Awardee will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Awardee and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the Districts in advance of the Awardee providing any services on campus while students are present. The Awardee will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its employees. The Awardee will follow the procedures for obtaining employee background screening as outlined on each District's Website: Escambia County School District (<http://ecsd-fl.schoolloop.com>). Awardee will provide each District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awardee will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Awardee fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the Districts to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awardee agrees to indemnify and hold harmless the Districts, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Awardee's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- O. FLORIDA'S PUBLIC RECORDS LAW:** Bidder shall comply with Florida's Public Records Law. Specifically, Bidder agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Bidder under the Agreement.
2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public records requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Bidder upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
5. The failure of the Bidder to comply with the provisions set forth shall constitute a default and breach.

P. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
2. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
3. **Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.**
4. **Questions regarding Bid must be directed to the Purchasing Agent Listed on Page 1 within the timeframe provided for clarifications and interpretations under letter B, Special Conditions (Section III, page 6).**

IV. PREPARATION AND SUBMISSION REQUIREMENTS

BID DOCUMENTATION AND REQUIRED ENCLOSURES:

Submissions must be in hardcopy format; fax and/or email submissions will be considered "non-responsive". Failure to return the following forms MAY result in your bid not being accepted:

1. The **ENTIRE** ITB document (pages 1-17) **MUST** be returned when bidding.
2. **Invitation to Bid (ITB) & Bidder's Acknowledgement:** This form located on page 1 of the bid document, must be complete with an **ORIGINAL** signature and returned with the bid.
3. **FORM NUMBER P-002:** Provide at least two (2) references will be provided. School District is preferred. See attached **Form Number P-002** on page 12, contained within this document.
4. **Drug Free Workplace:** This form, located on page 13 of the bid document, while not required to be signed, will be a determining factor in award between two (2) bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form, located on pages 14 and 15 of the bid document, must be returned with the bid completed with an **ORIGINAL** signature.
6. Include a schedule that outlines Bidders' routine maintenance and any value added services.

V. SPECIFICATIONS AND PRICE

Bidder should list all make and models being offered.

Automobile Requirements

- The total retail value per offered automobile may not exceed \$40,000
- Gasoline engines **ONLY**
- 4 doors
- New automobiles
- Power brakes
- Seats 4 or more people
- Only compact/ and or mid-sized automobiles
- Power steering
- Automatic transmission
- Air condition

Make	Model	Model Year

Monthly Price Per Automobile (to include Maintenance): _____

Lead Time After Receipt of Order: _____

Standard Labor Rate Per Hour for Repairs: _____

FORM P-002 Reference Release Form

I _____ (Name/ Title) _____ (Name Of Company)

give the Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 bidders 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 workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) 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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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.

Signature _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

Attachment A

Example Check In and Check Out sheet that will need to be provided by Bidder after awarding that is required to be signed by the specialist or authorized District personnel when deliveries take place.

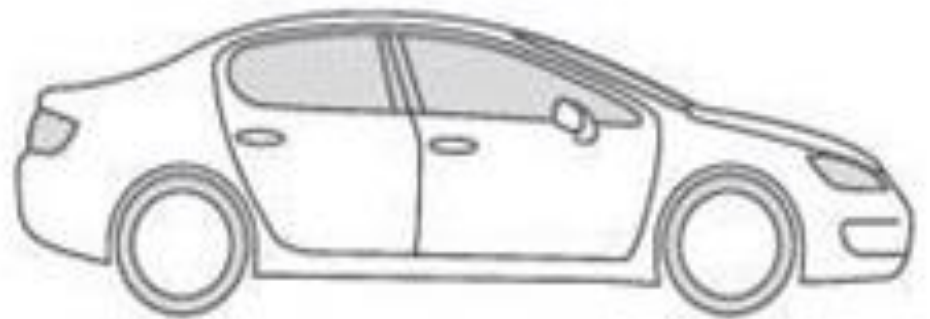
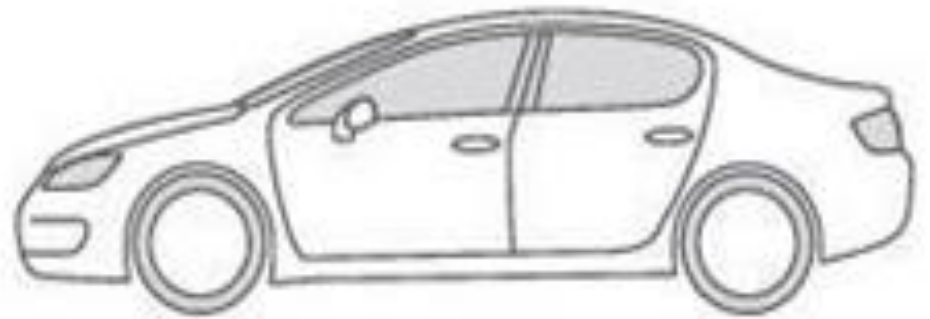
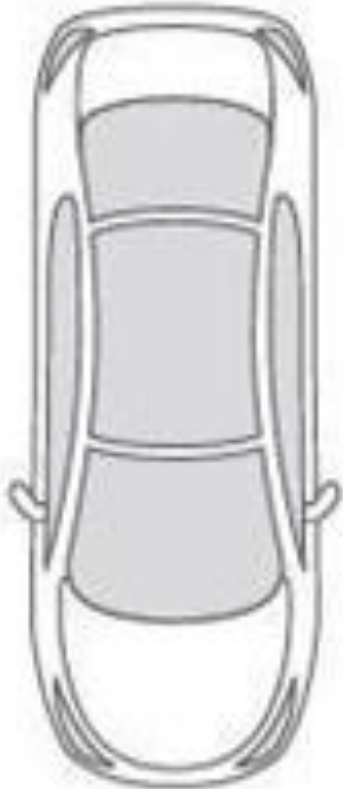
Make	Model	Model Year	Color	VIN	Retail Value	Check in Date	Check out Date

Authorized Bidder Personnel's Signature: _____

Authorized District Personnel's Signature: _____

AUTOMOBILE INSPECTION SHEET

Vin Number: _____ Make: _____ Model: _____ Color: _____



Comments:

Authorized Bidder Personnel's Signature: _____

Authorized District Personnel's Signature: _____

Date: _____

Date: _____