



Invitation to Bid (ITB)

**Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net**

Charter Bus Services ITB 2411-2024

ITB Released: February 2, 2024

Deadline for Questions*: February 21, 2024

Bids Due*: 2:00 p.m. on March 13, 2024

June Kail
Procurement Officer

*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

ITB Timeline

Steps in the ITB Process	Date and Time	Location (if applicable)
Release of ITB	February 2, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Written Questions Due	February 21, 2024	Submit to: June Kail, Procurement Officer Subject: ITB 2411-2024, Charter Bus Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	February 28, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/
Sealed Bids Due and Opened	March 13, 2024, @ 2:00 P.M.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITB 2411-2024, Charter Bus Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Bid Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	March 26, 2024	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/

Table of Contents

ITB Timeline	2
SECTION 1: Key Information	6
1.1 Quick Facts	6
1.2 Bidder Qualifications.....	6
1.3 How to Contact Us (Procurement Rules and Information)	6
1.4 Developing Your Bid.....	7
1.5 Submitting Your Bid	8
1.6 Bid Opening.....	9
1.7 Disposition of Bids.....	9
1.8 Changes to the ITB	10
1.9 Protest Procedures	10
SECTION 2: Scope of Work	11
2.1 Background	11
2.2 Procurement Overview/Requirements	11
2.3 Contract Term	11
2.4 Contract Price.....	11
2.5 Bidder Responsibilities.....	12
2.6 Scope of Work.....	12
2.7 Driver Qualifications	13
2.8 Bus/ Vehicle Requirements.....	14
2.9 Student Safety.....	15
2.10 Purchase Orders.....	15
2.11 Contractor Payment.....	15
SECTION 3: Procurement Rules and Information	16
3.1 Contents and Format of Bid Submittals.....	16
3.2 Basis of Award.....	16
3.3 Advertising Notice of Board Decision	16
3.4 No Prior Involvement and Conflicts of Interest	17
3.5 Confidentiality, Proprietary, or Trade Secret Material.....	17
3.6 Florida Preference.....	17
3.7 Small Business Participation	18
3.8 Local Business Preference.....	18

SECTION 4: Contract Terms and Conditions	19
4.1 Contract Modifications	19
4.2 Cooperative Contracting (Use by Other Public Agencies)	19
4.3 Travel Expenses.....	19
4.4 E-Verify.....	19
4.5 Subcontracts	19
4.6 Background Screening Requirements/Jessica Lunsford Act.....	20
4.7 Insurance.....	20
4.8 Copyrights, Right to Data, Patents, and Royalties	21
4.9 Independent Contractor Status	21
4.10 Contact with Students	22
4.11 Assignment.....	22
4.12 Force Majeure.....	22
4.13 Severability.....	22
4.14 Reservation of Rights	22
4.15 Americans with Disabilities Act.....	22
4.16 Employment of District Personnel.....	22
4.17 Legal Requirements	22
4.18 Conflict of Law and Controlling Provisions	23
4.19 Default.....	23
4.20 Termination.....	23
4.21 Public Records.....	23
4.22 Indemnification	24
4.23 Disputes	24
4.24 Federal Terms and Conditions	24
4.25 Anti-Discrimination	27
4.26 Discriminatory Vendor List	27
4.27 Public Entity Crime & Convicted Vendor List.....	28
4.28 Scrutinized Companies Certification.....	28
4.29 Vendor Interests	28
SECTION 5: Definitions	29
Attachment I	30
Attachment II	32

Attachment III	33
Attachment IV	35
Attachment V	36
Attachment VI	37
Attachment VII	38
Attachment VIII	39
Attachment IX	41
Exhibit A	44
Exhibit B	45

SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is seeking qualified Vendors to establish firm pricing to provide charter bus services on an as needed basis. The District does not guarantee to any Successful Bidder (hereinafter referred to as “Contractor”) a specific quantity of trips.

- a. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. Unless otherwise indicated, all dates and times reflect Eastern Time (Tallahassee, Florida).
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract. The Bidder must have:

- a. The Bidder must be duly licensed in the State of Florida.
- b. The Bidder must meet the state requirements for transporting students as specified in Florida Statutes 1006.25 and 1012.45
- c. The Bidder shall have three (3) years in the last five (5) years providing commercial charter bus services.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this

solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.

- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

e. The District's Procurement Officer

Name: June Kail, Procurement Officer

Purchasing Department

Leon County Schools

3397 W. Tharpe Street

Tallahassee, FL 32303

Telephone: (850) 488-7428

Email: purchasing@leonschools.net

- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the appropriate steps and conditions.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.

- f. Bidders must use Attachment I, Price Sheet, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Bids that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Bidder must be duly licensed in the State of Florida.
 - 2. The Bidder must meet the state requirements for transporting students as specified in Florida Statutes 1006.25 and 1012.45.
 - 3. The Bidder shall have three (3) years in the last five (5) years providing commercial charter bus services.
 - 4. Vehicle fleet lists (to include vehicle VIN #, age, style #, and model #, capacity, and last annual inspection date) for each vehicle must be submitted with copies of current DOT inspection reports.
 - 5. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.).
 - 6. The Bidder shall complete and submit the following:
 - i. Attachment I, Price Sheet
 - ii. Attachment II, Required Provisions Certifications
 - iii. Attachment III, Notice of Conflict of Interest
 - iv. Attachment IV, Bidder Contact Information
 - v. Exhibit A, Fleet List



1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Bids submitted via email or fax.

- b. Bidders must mail or otherwise deliver their Bids to the following address:
Leon County Schools
Purchasing Department
ITB 2411-2024, Charter Bus Services
Attn: June Kail, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. Late Bids will not be accepted.
- d. Submit one (1) signed, original, one (1) additional hard copy and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is not obligated to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted

in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32303, or via email to Bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 30,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, The District offers a variety of specialized technical training programs for the higher-grade levels.

2.2 Procurement Overview/Requirements

Through this solicitation, the District is seeking to identify qualified vendors and establish a Contract(s) at firm pricing to provide charter bus services for field trips, athletic activities, and extracurricular activities as required and scheduled by each school site district- wide.

The District has determined that no one Vendor is able to meet its volume, frequency, or availability requirements to provide charter bus services as requested. As such, the District reserves the right to award this bid to multiple Vendors to provide the services required.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

2.4 Contract Price

Bid prices are "Not to Exceed" (NTE) for the contract period and shall reflect all applicable costs to include fuel, labor, vehicle maintenance, and all compensation for drivers, including gratuities, accommodations, meals, etc. NTE pricing allows the Contractor the opportunity to invoice services at a lower rate.

The flat rate bid is to include allowance for deadhead time. For the purpose of pricing, deadhead time is defined as the measurement of time (in hours) during any time a vehicle is traveling from its depot, garage or yard facility to the first scheduled pick-up time point, or any time the vehicle is traveling from

the last scheduled drop-off time point to its depot, garage or yard facility, or interline deadhead (i.e., the time required to reposition the bus for the next trip in revenue service).

2.5 Bidder Responsibilities

Each Bidder is required to carefully examine the ITB requirements, Bid prices and extensions, insurance requirements, licensing requirements, Bid opening date and time, and to completely familiarize itself with all of the terms and conditions that are contained within the ITB. Failure to do so on the part of the Bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the ITB.

2.6 Scope of Work

2.6.1 Minimum Service Requirements

- a. All charters will be contracted for a minimum of five (5) hours; vehicles assigned to these minimum hour trips must remain available at all times for passenger service.
- b. On site bus requirements for trips over the 5-hour minimum and less than 10 hours shall be determined by the contracting school. Vehicles must remain with the passengers on extended trips of 10 hours or more or for trips of any duration beyond a 150-mile radius of the Contractor's nearest depot or station.
- c. On all extended/overnight trips, the Contractor must plot the trip from the school to the destination point(s) and develop clear and precise directions/route itineraries for each driver in usable form and must provide at least one copy for the school and one copy per bus prior to departure.
- d. Before each trip, the driver/operator will review the emergency evacuation procedure with all passengers to include: location of all emergency exits, and instruct all passengers to move at least 100 feet away from the bus in a safe direction in the case of a necessary evacuation.

2.6.2 Scheduling

- a. Various schools or departments will arrange all scheduling of trips. While price may be a consideration, schools or departments are not bound to select by price alone. Each school or department will be free to select the transport company of their choice from the awarded contractors on the bid and generally will select the available contractor from that group that consistently provides quality vehicles and reliable service within budgetary constraints.
- b. It will be the Contractor's responsibility to reserve the correct number of buses and drivers for the school making the arrangements and to assure that seating capacity is maximized and utilized for cost efficiency purposes, keeping safety, comfort and the best interests of the passengers in mind.
- c. Schools may request buses with a minimum seating capacity to be used for a specified trip. On scheduled athletic events, more than one (1) school may be transported on the same bus with more than one (1) pick up and drop off site.
- d. Trips will be booked a minimum of seven (7) days prior to scheduled departure. Contractor must confirm all arrangements with the school personnel within 24 hours of booking via email. In addition to acknowledgement, a confirming itinerary must be sent back for verification by the same means. This itinerary must be in a typed form and signed off on by Contractor and provided to school or department by electronic means no later than seven (7) days prior to

departure. Transport requirements shall be within Leon County, within the State of Florida, or out of state as required.

- e. There will be no deposits or other payments made in advance to bus companies. The purchase order will be binding on the District to pay for services rendered. District staff will not sign any itineraries, confirmation or other documents which contain terms and conditions.
- f. School cancellations made at least seven (7) days before the scheduled event shall not be subject to any penalty or cost. Cancellations made less than seven (7) days through the day prior to the event may be subject to a flat cancellation charge (listed in the bid price section; however, charges shall not exceed \$250.00). Cancellations made by the school on the day of the trip may be subject to the full charter fee.
- g. Under no circumstances shall the Contractor cancel a scheduled trip once confirmation is forwarded. Cancellations due to acts of God or circumstances that are beyond reasonable control of either party are exempt from the above damages (mechanical breakdowns or poor scheduling are not "reasonable" exemptions).

2.6.3 Arrival Time and Late Arrivals

- a. Vehicles must arrive at the school a minimum of thirty (30) minutes prior to scheduled departure.
- b. Contractors shall immediately notify a school when buses will not be on time for a scheduled pick-up or departure. If necessary, the Contractor shall provide replacement buses at no extra cost to the District.
- c. An adequate number of spare vehicles must be maintained to ensure continuity of service in the event of a breakdown, mechanical failure, or emergency. In the event of any incident or delay, the driver(s) are to immediately contact the school administrator or designee.
- d. In the event of a late arrival due to the fault of the Contractor, as determined by District personnel, the Contractor shall be liable for liquidated damages equal to any resulting additional costs incurred by the District, to include but not be limited to registration fees, attendance fees, lodging, meals, etc. and the Contractor shall waive one hundred percent (100%) of the bus transportation fee.

2.7 Driver Qualifications

- a. All drivers must hold a Commercial Driver's License, Class B with the P (Passenger) endorsement.
- b. All drivers shall be qualified and possess good, clean driving records as verified by a license check. License checks must be verified every three (3) months. Contractor shall not use drivers with suspended or revoked licenses.
- c. All drivers must pass a Level II Background Screening in accordance with the Jessica Lunsford Act. Level II Vendor Badges must be visible at all times.
- d. Contractor shall ensure that all drivers are in compliance with the Omnibus Transportation Act of 1991.
- e. Contractor shall ensure that each driver is adequately trained before transporting students, and that drivers operate the buses in careful and prudent manner, exercising the highest degree of care at all times and observing and complying with all rules of the road and traffic regulations.
- f. Drivers must be clean and neatly attired, carry proper identification, and possess a company or personal credit card (or cash) adequate to refuel or make necessary emergency repairs. Under no

circumstances will a school, student or staff member advance funds during a scheduled trip (including gratuities).

- g. The Contractors shall have a system in place for handling driver complaints and accident reports. This documentation may be requested at any time from the District.
- h. Individuals employed by the District cannot be utilized by the Contractor during the employee's scheduled hours with the District.

2.8 Bus/ Vehicle Requirements

When transporting students, Contractors must furnish buses that meet or exceed all applicable Federal and State of Florida Motor Vehicle Safety Standards and requirements of the State of Florida, Department of Education for student transportation. It is the awarded contractor's responsibility to be familiar with these requirements.

- a. Vehicle fleet lists (to include vehicle VIN #, age, style #, and model #, capacity, and last annual inspection date) for each vehicle must be submitted with bid. As fleet changes occur, current documentation must be provided for each vehicle.
- b. Contractors must provide buses that are no more than fifteen (15) years in age and have a minimum seating capacity of sixteen passengers or more. Prohibited vehicles include limousines, mini vans and passenger vans capable of seating more than nine passengers, and sport utility vehicles with a wheel base of 100 inches or less.
- c. Vehicles must be clearly identified with the Company's name and vehicle number.
- d. The Contractor shall own a minimum of three (3) buses/vehicles and must be able to comply with American Disabilities Act as it applies to motor coaches.
- e. All vehicles used in the execution of this contract must be routinely inspected and properly maintained in accordance with the manufacturer's suggested standards and state and federal regulations. Maintenance records shall be maintained by the Contractor and be available for audit upon request.
- f. Prior to leaving the depot, the vehicle must be thoroughly checked to ensure that air conditioning and other comfort items are in proper working order and that there are not deficiencies that would compromise safety or reliability.
- g. All drivers must be equipped with cellular telephones that allow communication in case of an emergency.
- h. Cleaning requirements shall include the exterior and the interior of the bus, windows, floors, seats, restrooms/toilets and all other areas shall be cleaned and sanitized prior to pickup to insure an overall clean and comfortable environment for all passengers.
- i. All buses must have operational air conditioning and restrooms. Any electronic amenities available to include display monitors, wireless internet, power outlets for charging devices, etc. should be operational.
- j. Vehicles shall have a full tank of fuel upon arrival at the school and/or department site.
- k. Contractors shall maintain adequate spare buses to ensure continuity of service if a breakdown or mechanical failure shall occur.
- l. In the event it is determined that the buses delivered fail to meet bid requirements, the Contractor must immediately provide replacement buses fully complying with the contractual requirements of the bid prior to the time of schedule.

- m. In the event of an incident of mechanical breakdown of the bus or a traffic accident, the driver(s) are to immediately contact the school administrator or designee.

2.9 Student Safety

Safety of the students must be the highest priority at all times. Contractor's internal policies and procedures shall prohibit its employees from using cell phones, for either talking or texting while transporting students. Alcohol, drugs, or any illegal substances are strictly prohibited on school district property. The Contractor's policies and procedures shall prohibit its employees from possessing or being under the influence of alcohol, drugs, or any illegal substances while transporting students.

2.10 Purchase Orders

A purchase order issued by the district purchasing department or from school internal accounts is the only legal authorization for contractors to perform services or provide commodities to the District. A commitment, either written or verbal, from district employees without a purchase order issued by does not constitute an obligation by the District to a Contractor. Contractors that perform services or provide commodities without a purchase order do so at their own risk and at risk of non-payment.

2.11 Contractor Payment

In responding to this ITB, all bidders agree to accept payment through ACH. Payments for all undisputed charges shall be processed within thirty (30) days of receipt and approval of invoice. Contractor shall be paid for goods and services at the awarded bid prices with no allowance for additional fees or expenses without written approval of the District.

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet.
- b. Completed Application for Vendor Status* and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment II, Required Provisions Certifications
- d. Attachment III, Notice of Conflict of Interest
- e. Attachment IV, Bidder Contact Information
- f. Attachment V, Local Preference Affidavit (if applicable)
- g. Attachment VI, Subcontracting Form (if applicable)
- h. Attachment VII, Drug-Free Workplace Certification (if applicable)
- i. Attachment VIII, Certification Regarding Debarment
- j. Attachment IX, Certification Regarding Lobbying
- k. Exhibit A – Fleet List and DOT inspection reports

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Basis of Award

The District intends to issue an award to the Responsible Bidder(s), who provide the best value to the District. The District will apply a preference to Vendors as indicated in Sections 3.6, 3.7, and 3.8.

Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

3.3 Advertising Notice of Board Decision

The District reserves the right to award one (1) or more Contracts, in whole or part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions and waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the Board's best interest. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.4 No Prior Involvement and Conflicts of Interest

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

3.5 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.6 Florida Preference

When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, and then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

3.7 Small Business Participation

This ITB is subject to the small business development provisions specified in Board Policy 6325.

3.8 Local Business Preference

This ITB is subject to the local preference provisions specified in Board Policy 6450.

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

4.2 Cooperative Contracting (Use by Other Public Agencies)

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VI, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or

liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1** General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2** Workers Compensation: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3** Auto Liability: Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition."
- 4.7.4** Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.5** Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of the award of the contract.
- 4.7.6** Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- a. The School Board of Leon County, Florida, its members, officers, employees, and agents are added as additional insured.
- b. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Leon County, Florida.
- c. Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St., Tallahassee, FL 32303
- d. The School Board of Leon County, Florida, reserves the right to review, reject or accept any required insurance policies, including limits, coverage, or endorsements, herein throughout the term of this agreement.

4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) business days if required insurance is canceled.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Successful Bidder shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any, and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any, and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized

representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

4.19 Default

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.4 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent, that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a

provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850) 487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.24 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-Contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it nor its principals, its agents, or its representatives 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 Bid.

- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
 - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.
 - 2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
 - 1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or;

- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., "An entity or affiliate who has been placed on the discriminatory vendor list 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." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S., “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, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.28 Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.29 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Bidder be expected to provide documentation of its social, political, or ideological interests or those of its employees.

[The remainder of this page is purposefully blank]

SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
Contract	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCS)	Leon County School District, with the Leon County School Board serving as the contracting entity
District Project Manager	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
Mandatory Responsiveness Requirements	Terms, conditions, and requirements must be met by the Bidder to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
Bidder	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
Responsible Bidder or Vendor	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Bid	A Bid submitted by a Responsible Bidder which conforms to all material aspects of this ITB.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Bidder(s) or Contractor	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

Attachment I
Price Sheet
ITB No. 2411-2024
Charter Bus Services

Item	Description	Unit Price	Unit of Measure
1	5 HOUR MINIMUM TRIP		
	Flat Rate for first 5 hours minimum of bus service (This rate is to include deadhead hours)		
a	20-29 Passenger	\$	Flat Rate
b	30-47 Passenger	\$	Flat Rate
c	48-55 Passenger	\$	Flat Rate
d	56-77 Passenger	\$	Flat Rate
2	GREATER THAN 5 HOUR-LESS THAN 10 HOURS		
	In Addition to Flat Rate		
	Trips over 5 hours will be billed at either the rate per hour or by mileage. The greater amount will prevail.		
a	20-29 Passenger	\$	Hourly
		\$	Per Mile
b	30-47 Passenger	\$	Hourly
		\$	Per Mile
c	48-55 Passenger	\$	Hourly
		\$	Per Mile
d	56-77 Passenger	\$	Hourly
		\$	Per Mile

3	MULTIDAY/OVERNIGHT		
	Pricing per day on multiple day/overnight trips and mileage rate; these rates shall include a second driver for compliance with drive time regulations. The District will pay for lodgings for the driver(s) at the same premise of staff and students. Calculations of hourly/daily rates vs. actual mileage must be presented with each invoice; with the greater sum as the actual charges.		
a	20-29 Passenger	\$	Flat Rate
b	30-47 Passenger	\$	Flat Rate
c	48-55 Passenger	\$	Flat Rate
d	56-77 Passenger	\$	Flat Rate
4	PREMIUM RATE PER HOUR DESIGNATED DAYS		
	This rate may be charged for Grad Night (Disney World) and other events as recognized by the District.		
a	20-29 Passenger	\$	Hourly
b	30-47 Passenger	\$	Hourly
c	48-55 Passenger	\$	Hourly
d	56-77 Passenger	\$	Hourly
5	FLAT FEE FOR CANCELLATIONS		
	Cancellations made from less than seven (7) days through the day prior to the event may be subject to a flat cancellation fee not to exceed \$250.		
	Cancellation Fee	\$	Flat Fee

Company Name	FEIN
Authorized Representative Name (Printed)	Authorized Representative Title
Authorized Representative Signature	Date

Attachment II Required Provisions Certifications

1. Business/Corporate Experience

- a. The Bidder must be duly licensed in the State of Florida.
- b. The Bidder must meet the state requirements for transporting students as specified in Florida Statutes 1006.25 and 1012.45
- c. The Bidder shall have three (3) years in the last five (5) providing commercial charter bus services.
- d. The Bidder certifies that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government Laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.)

2. Prime Vendor

This is to certify that the Successful Bidder will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Bidder's Bid and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Business Licensing and Financial Issues

This is to certify that the Bidder has disclosed in their Bid all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Bidder, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Bidder whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid with regards to this ITB. Furthermore, this is to certify that the Bid contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Bid.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Bid have been disclosed before award, directly or indirectly, to any other Bidder or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Bidder or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting

Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the District may immediately terminate the resulting Contract for cause if the Bidder is found to have submitted a

false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies that Boycott Israel List, or are engaged in a boycott of Israel or have engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Bid for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Bidder and acknowledges and affirms the statements above.

<hr/> Authorized Representative (Print)	<hr/> Authorized Representative (Signature)
STATE OF FLORIDA	
COUNTY OF _____	
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online	
notarization this _____ day of _____ 20____, by _____ (name of	
authorized representative) as _____ (position title for	
authorized representative) as _____ (position title) for	
_____ (Vendor Name).	

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed or Stamped)

Personally Known _____ Or Produced Identification _____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

(Bidders shall complete either Section 1 or Section 2)

Company Name: _____

Solicitation Number: ITB 2411-2024

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

Section 1

I hereby certify that no official or employee of the School Board has a material financial interest in this company.

Authorized Representative (Signature)

Authorized Representative (Printed)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Representative (Signature)

Authorized Representative (Print)

Date

Attachment IV Bidder Contact Information

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name**Authorized Representative (Signature)****Date**

FEIN#**Authorized Representative (Print)**

Attachment V Local Preference Affidavit

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Bidder Name: _____

Physical Address: _____

County: _____ **Phone of Local Location:** _____

Phone of Local Location: _____ **Length of Time at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

Authorized Representative (Print)

Authorized Representative (Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online

notarization this _____ day of _____ 20____, by _____ (name of

authorized representative) as _____ (position title for

authorized representative) as _____ (position title) for

(Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ Or Produced Identification _____ Type of Identification _____

Attachment VI Subcontracting Form

The Bidder shall complete the information below on all subcontractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s) but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Bidder Name: _____

Type/Description of Goods or Service Subcontractor will provide: _____

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email Address: _____

Currently, Registered as a Small Business with Leon County Schools? Yes _____ No _____

Local Bidder per Board Policy 6450? _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VII
Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

Name of Business

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment VIII
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of the 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 or debarment.
- (3) The prospective lower-tier participant shall provide immediate written notice to the person(s) to which this Bid 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower-tier participant agrees by submitting this form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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.

Attachment IX

Certification Regarding Lobbying For Contracts, Grants, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

2. Status of Federal Action

3. Report Type

- _____ a. Contract
- _____ b. Grant
- _____ c. Cooperative Agreements
- _____ d. Loan
- _____ e. Loan Agreement
- _____ f. Loan Insurance

- _____ a. Bid/offer/application
- _____ b. Initial award
- _____ c. Post-award

- _____ a. Initial filing
- _____ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

5. If Reporting Entity in No. 4 is a Subawardee,

_____ Prime _____ Subawardee _____ Tier (if known)

Enter Name, and Address of the Prime

Name: _____

Name: _____

Street: _____

Street: _____

City/State/ Zip _____

City/State/ Zip _____

Congressional District (if known) _____

Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

_____ CFDA Number, if applicable _____

8. Federal Action Number (if known) _____

9. Award Amount (if known) _____

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Exhibit B

Florida Statutes 1006.25 & 1012.45 and Omnibus Transportation Act of 1991

1006.25 School buses. --School buses shall be defined and meet specifications as follows:

- (1) **Definition.** --For the purpose of this part, a "school bus" is a motor vehicle regularly used for the transportation of prekindergarten disability program and kindergarten through grade 12 students of the public schools to and from school or to and from school activities, and owned, operated, rented, contracted, or leased by any district school board, except:
 - (a) Passenger cars, multipurpose passenger vehicles, and trucks as defined in 49 C.F.R. part 571.
 - (b) Motor vehicles subject to, and meeting all requirements of, the United States Department of Transportation, Federal Motor Carrier Safety Regulations under Title 49, Code of Federal Regulations and operated by carriers operating under the jurisdiction of these regulations but not used exclusively for the transportation of public school students.
- (2) **Specifications.** --Each school bus as defined in 49 C.F.R. part 571, and subsection (1), that is rented, leased, purchased, or contracted for must meet the applicable federal motor vehicle safety standards and other specifications as prescribed by rules of the State Board of Education.
- (3) **Standards for Leased Vehicles.** --A motor vehicle owned and operated by a county or municipal transit authority that is leased by the district school board for transportation of public school students must meet such standards as the State Board of Education establishes by rule. A school bus authorized by a district school board to carry passengers other than school students must have the words "School Bus" and any other signs and insignia that mark or designate it as a school bus covered, removed, or otherwise concealed while such passengers are being transported.
- (4) **Occupant Protection Systems.** --Students may be transported only in designated seating positions, except as provided in s. 1006.22(12), and must use the occupant crash protection system provided by the manufacturer, which system must comply with the requirements of 49 C.F.R. part 571 or with specifications of the State Board of Education.

1012.45 School bus drivers; requirements and duties.

- (1) Each school bus driver must be of good moral character, of good vision and hearing, able-bodied, free from communicable disease, mentally alert, and sufficiently strong physically to handle the bus with ease, and he or she must possess other qualifications prescribed by the Commissioner of Education, including those qualifications described in 49 C.F.R. s. 391, relating to physical qualifications and examinations, and 49 C.F.R. part 40 and part 382, relating to controlled substance and alcohol use and testing, and he or she must hold a valid commercial driver license with a passenger endorsement.
- (2) Each school bus driver has the authority and responsibility to control students during the time students are on the school bus pursuant to s. [1006.10](#).
- (3) The State Board of Education shall adopt rules outlining requirements that school bus drivers must meet before they are employed by district school boards.
- (4) Each district school board may provide a school bus driver training program and may make this program available to private school bus drivers by contract.

Omnibus Transportation Act of 1991

Requires mandatory drug and alcohol testing for certain employees holding commercial driver's licenses who operate commercial motor vehicles. This includes pre-employment (for drugs only), post-accident, reasonable suspicion, return to duty and follow-up testing.