

SUBMIT TO:

The School Board of Orange County, Florida
Office of Procurement and Contracting
445 West Amelia Street, 4th Floor
Orlando, Florida 32801



Procurement Services
Orange County Public Schools

INVITATION TO BID

CONTACT PERSON:

Jessica Graham, Sr. Specialist

Telephone #: 407-317-3200 x 200-2460

E-mail: Jessica.Graham@ocps.net

DATE ISSUED: **March 16, 2017**

TITLE:

School Bus Mechanical/Electrical Repair, and Filter Cleaning Services

NUMBER:

ITB1703148

SUBMITTAL DEADLINE:

April 13, 2017 at 2:00PM EST

PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:

N/A

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

REQUEST FOR INFORMATION DEADLINE: **March 30, 2017**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

BIDDER'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this ITB.):

Florida Division of Corporation Document Number (www.sunbiz.org) :

MAILING ADDRESS:

I hereby certify that I have read and understand the requirements of this Invitation To Bid (ITB) and that I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

CITY – STATE – ZIP:

X

TELEPHONE NO:

Authorized Signature

FAX NO:

Typed Name

FEI/EIN Number:

Title Date

Email Address

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check the SBOC Procurement Services website www.procurement.ocps.net, up until to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

- Affix Address Label or Equivalent to the Outside of the Submittal Package (i.e. USPS, FedEx, or UPS) or Envelope, and Verify the Bid Opening Date and Time
- Bid Price Sheet
- Invitation to Bid Form
- MWBE/LDB/VBE Subcontractor Form (if applicable)
- Bidder's Experience/Qualifications Form
- Statement Of Affirmation And Intent Form
- Drug Free Workplace Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions Form
- Bidder's Statement of Principal Place of Business
- Electronic Files

GENERAL TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

1. **Cancellation:** SBOC reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in its best interest. Notice of cancellation will be posted on the SBOC Procurement Services website.
2. **Timely Submission of Bid Submittals:** It is the sole responsibility of Bidder to ensure timely delivery of the bid submittal. Bidder is responsible for allowing adequate mailing and/or delivery time in order that its bid is delivered to the Procurement Services Department by the specified due date and time. Submittals sent by facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn for sixty (60) days after opening.
3. **Public Bid Opening:** The bid submittals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the firms submitting will be read aloud at the public opening. In accordance with Section 119.071(1)(b), F.S., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.
4. **Public Records:**
 - 4.1. **IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBOC CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.**
 - 4.2. Bidder acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. Bidder shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SBOC in order to perform the scope of services. Bidder shall comply with all requirements for retaining public records and shall transfer, at no cost to SBOC, all public records in the possession of Bidder upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.
 - 4.3. A request to inspect or copy public records relating to SBOC's contract for services must be made directly to SBOC's Custodian of Public Records. If SBOC does not possess the requested records, SBOC's Custodian of Public Records shall immediately notify Bidder of the request. Bidder must provide a copy of the records to SBOC 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, Florida Statutes. If Bidder does not timely comply with SBOC's request for records, SBOC shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
 - 4.4. Should Bidder fail to provide the requested public records to SBOC within a reasonable time, Bidder understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.
 - 4.5. Bidder shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Bidder does not transfer the records to SBOC. Upon completion, expiration, or termination of this Agreement, Bidder shall transfer, at no cost to SBOC, all public records in its possession or keep and maintain public records required by SBOC to perform the services. If Bidder transfers all public records to SBOC, Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Bidder keeps and maintains public records upon completion, expiration, or termination of this Agreement, Bidder shall meet all applicable requirements for retaining public records and provide requested records to SBOC pursuant to the requirements of this Article. All public records stored electronically must be provided to SBOC in a format that is compatible with the information technology systems of SBOC.

5. **Non-Collusion:** The prices in Bidder's submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
6. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Section 112.313, F.S., all Bidders must disclose the name of any officer, director, agent, or representative who is also an employee of SBOC and who knowingly owns, directly or indirectly, any interest of any amount in Bidder's company, firm, or branch.
7. **Bid Information and Notification:** All solicitations and supporting documents are posted on the SBOC Procurement Services website at www.procurement.ocps.net. It is each Bidder's sole responsibility to monitor the website for solicitation opportunities. All solicitations and supporting documents, such as addenda, tab sheets, notice of intent, and notice of award will be posted on the website.
8. **Bid Protests:** In accordance with SBOC Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications set forth in this ITB or who is adversely affected by a decision of SBOC concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value.

The Notice of Intent to Protest and formal written protest shall be filed with the Senior Director, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801. The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
9. **No-Contact Period/Lobbying:** In accordance with SBOC Policy KCE, School Board members and SBOC employees (except the Procurement Services Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SBOC, failure to comply with this requirement will be grounds for disqualification.

Specifically, this No-Contact Period shall commence on the initial date of the advertisement for this ITB and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify Bidder from consideration.
10. **Laws and Regulations:** 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 hereto and shall govern any and all claims and disputes which may arise between Bidders submitting a response hereto and SBOC by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
11. **Patents and Royalties:** Bidder, without exception, shall indemnify, defend, and hold harmless the School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the SBOC. If Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception its bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
12. **Marketing/Advertising:** In submitting a bid, Bidder agrees not to use the results there from as a part of any marketing and/or commercial advertising.
13. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the successful Bidder(s), purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s). This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items. SBOC reserves the right to obtain further discounted pricing resulting from other agencies piggybacking from SBOC's contract resulting in increased quantities.
14. **Right to Use Existing Bids/Non-exclusivity:** SBOC reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative bid agreements, or to directly negotiate/purchase per SBOC policy and/or Rule 6A-1.012, Florida Administrative Code. SBOC also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of SBOC, at any time during this agreement term.

15. **Default:** Failure to perform according to this solicitation and/or resulting agreement shall be cause for Bidder's company to be found in default, in which event any re-procurement costs may be charged against Bidder's company. Failure to pay said amount to SBOC upon demand may result in the company being barred from doing business with SBOC. Thereafter, Bidder may request to be reinstated. In the event of a default on an agreement, Bidder shall be responsible for any and all attorneys' fees and court costs incurred in collecting any liquidated damages.
16. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.
17. **Awards:** Bids shall be awarded based on the lowest, responsive, and responsible Bidder(s). SBOC also reserves the right to award to more than one Bidder for same or similar products or services.
- SBOC reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all bids; and to waive any minor irregularity or technicality. Discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes, but may be considered in the event of a tie.
- Awarded Bidder(s) shall accept Purchase Orders or an SBOC Purchasing Card as instruments of authorization for purchases. Awarded Bidder(s) who fail to comply with this requirement will be deemed as failing to perform.
- All purchases are contingent upon the appropriation of SBOC's funding.
18. **Termination:** SBOC reserves the right to terminate the agreement awarded as a result of this ITB, or any part herein, without cause or penalty. SBOC will notify awarded Bidder(s) of the intent to terminate, in writing, a minimum of thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the agreement will not relieve awarded Bidder(s) of any obligations for any deliverables entered into prior to the termination of the agreement (i.e., reports, statements of accounts, required and not received) and/or obligations or liabilities resulting from any acts committed by awarded Bidder(s) prior to the termination of the agreement.
- The awarded Bidder(s) may cancel the resulting contract with one hundred twenty (120) days written notice to Senior Director of Procurement Services. Failure to provide proper notice may result in Bidder being barred from future business with SBOC.
19. **Right to Reject:** SBOC reserves the right to reject any or all bid, to waive irregularities and technicalities, or to accept the bid(s), which, in its sole judgment, best serves the interest of SBOC.
20. **Tie Bids:** In the case of identical responsive and responsible bid submittals, the following criteria shall be utilized to determine award of bid:
- | | |
|------------------------|------------------------------|
| A. MWBE Certification; | D. Drug Free Workplace; |
| B. LDB; | E. Payment Discount Offered; |
| C. VBE; | F. Coin Flip. |
21. **Prices and Freight Terms:** Prices are requested in units of quantity specified in the ITB specifications. In case of a discrepancy in computing the total amount of Bidder's bid, unit prices shall prevail. Bidder's prices shall include all fees and/or costs involved in providing the commodity or contractual service to SBOC.
- Bid prices shall include inside delivery, F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated in the ITB or purchase order and there received by the designated SBOC agent. Bidder pays and bears all freight related charges, owns goods in transit, and files any claims.
- SBOC shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Bidders who use the tangible personal property in the performance of agreements for the improvement of SBOC owned real property as defined in Chapter 192, F.S.
22. **Quantities:** The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate SBOC to purchase these amounts. The estimates are intended as a guide only. The actual quantities purchased under this ITB may vary. SBOC reserves the right to re-negotiate prices if, at any time during the term of the agreement, SBOC purchases more than the estimated quantity of any line item on Bidder's Bid Price Sheet.

23. **Extension:** In addition to any renewal options contained herein, SBOC has the right to extend any award resulting from this ITB for the period of time necessary for SBOC to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this ITB. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
24. **Method of Ordering:** Orders shall be processed only upon receipt of an authorized purchase order issued by SBOC, or an SBOC Purchasing Card. All orders shall be initiated on an as-needed basis throughout the term of the agreement. Orders shall be promptly filled and delivered to the location specified on the Purchase Order. Any item or items received that do not meet specifications or duplicate shipments received will be returned at the awarded Bidder's expense.
25. **Invoicing:** Awarded Bidder(s) shall submit invoices that reference valid SBOC purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Orange County, Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984. A separate invoice must be received for each purchase order number. It is the sole responsibility of Bidder to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line of the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this ITB shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple line purchase orders.
26. **Payment:** SBOC will only pay the dollar amounts and Bidder as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., the Local Government Prompt Payment Act after the commodities or contractual services provided by a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
27. **Assignment:** The awarded Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by SBOC.
28. **Manufacturer's Name and Approved Alternates:** Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. If the ITB allows equivalent products, each Bidder shall indicate on the bid pricing sheet the manufacturer's name and model number and include cut sheets, sketches, and descriptive literature, and/or complete specifications. SBOC reserves the right to determine acceptance of item(s) as an approved alternate. Bid submittals that do not comply with these requirements may be subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed, or is no longer available and has been replaced with a new updated model and specifications, Bidder shall notify Procurement Services in writing.
29. **Item Substitutions:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the agreement and is not available from either Bidder's or manufacturer's inventory, then the awarded Bidder must provide written notification from the manufacturer that the item has been discontinued. Bidder must file a written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.
30. **Quality:** The commodities bid must be new, the latest model, and of the best quality and highest-grade workmanship. Items offered may be tested for compliance with the ITB conditions and specifications at any time. Items delivered not conforming to ITB conditions and/or specifications may be rejected and returned at Bidder's expense.
31. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve Bidder from responsibility.
32. **Samples:** Samples of items, when required, must be furnished at no cost to SBOC and returned at Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, ITB name and number, and item number. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the bid submittal. Unless otherwise indicated, samples should be delivered to the same address as bid submittal.
33. **Manufacturer's Certification:** Procurement Services reserves the right to request all manufacturers' certifications, if applicable.

34. **OSHA:** Bidder warrants that the product or products supplied to SBOC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.
35. **Material Safety Data Sheet:** A Material Safety Data Sheet (MSDS) must be submitted with bid submittal for all hazardous materials/chemicals. Failure to submit the required MSDS may render the bid submittal non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.
36. **Asbestos and Formaldehyde Statement:** Bidder certifies that all materials supplied to SBOC will be 100% asbestos and formaldehyde free.
37. **Underwriters' Laboratories (UL):** Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
38. **Facilities:** SBOC reserves the right to inspect Bidder's facilities at any time with prior notice. SBOC may use the information obtained from this inspection in determining whether Bidder is responsible.
39. **Packaging:** All products shipped shall require proper packaging to ensure they are received free from damage. Awarded Bidder(s) must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in bid unit prices.
40. **Packing Slips:** The awarded Bidder(s) shall be responsible for attaching all packing slips to the outside of each shipment, referencing the SBOC purchase order or purchasing card order number. Failure to provide packing slip attached to the outside of shipment may result in refusal of shipment at Bidder's expense.
41. **Labels:** Each package, box, and/or container shall be properly labeled with the address, contact name, content description, PO number or purchasing card order number, and Bidder name.
42. **Inspection, Acceptance, and Title:** The awarded Bidder shall be responsible for delivery of all items in good condition at destination point. Bidder shall file with the carrier all claims for breakage and other losses. SBOC shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, SBOC reserves the right to cancel the order upon written notice to Bidder and/or return the product at Bidder's expense.
43. **Anti-Discrimination:** The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 West Amelia Street, Orlando, Florida 32801, attend to compliance matters: Equal Employment Opportunity (EEO) Supervisor: Carianne Reggio; Section 504 Coordinator: Latonia Green; Title IX Coordinator: Doug Patterson (407.317.3200).
44. **Equal Employment Opportunity:** SBOC is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
45. **Minority/Women Business Enterprise (MWBE), Local Developing Business (LDB), and Veteran Business Enterprise (VBE):** In accordance with SBOC Policies DJFA, DJFB, and DJFC, SBOC has established policies setting forth participation goals for the dollar value of work to be awarded to MWBEs, LDBs, and VBEs. Guidelines may be accessed from the Office of Business Opportunity (OBO) website at www.obo.ocps.net
46. **Fingerprinting:** Jessica Lunsford Act: The awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S.
47. **Indemnification:**
 - 47.1. The awarded Bidder shall indemnify, defend, and hold harmless SBOC, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of, or in

connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Bidder's tools and equipment used in connection with this Agreement, and (iii) is caused or incurred in whole or in part by Bidder or any of its subcontractors, agents, or anyone directly or indirectly employed by Bidder, subcontractor, agents, regardless if caused in part by SBOC. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from SBOC's sole gross negligence or intentional misconduct.

- 47.2. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of SBOC's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by SBOC hereunder shall be subject to SBOC's rights to sovereign immunity and any other limitations of liability provided SBOC pursuant to Florida law.
48. **Bid Bonds, Performance Bonds, and Certificates of Insurance:** Bid bonds, when required, shall be submitted with the bid submittal in the amount specified in Special Conditions. Bid bonds will be returned to un-awarded Bidders. After acceptance of a bid submittal, SBOC may notify the awarded Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awarded Bidder.
49. **Governing Law and Venue:** All legal proceedings brought in connection with this agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Orange County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. In the event that a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
50. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
51. **Preference to Florida Businesses:** 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 Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. Section 287.084(1)(a), F.S.
- A Bidder 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. Section 287.084(2), F.S.
- Please complete the form titled "Bidder's Statement of Principal Place of Business" and include it with your submittal.
52. **Building Code Compliance Office (BCCO) Training:** To the extent services provided hereunder relate to construction, upon issuance of Construction Notice to Proceed, Bidder further agrees to attend the first available training session provided by SBOC BCCO at no cost and is obligated to ensure that representatives from each of the various trades who are involved in the inspection process attend the training session as well.
53. **Contracts and Amendments:** The contents of this ITB and all provisions of the awarded Bidder's submittal shall be considered an agreement and become legally binding. A separate agreement document, other than the purchase order(s), will not be issued.
- Any changes to the provisions herein must be in writing and signed by both parties.
54. **Davis-Bacon Act (34 CFR 80.36(i)(4)):** All Bidders, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by SBOC and sub-grantees when required by Federal grant program legislation).

55. **Prohibition Against Contracting With Scrutinized Companies:** In accordance with Section 287.135, F.S., SBOC RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF SBOC. "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473, F.S. defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a Bidder certifies that it and those related entities of Bidder as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. Any Bidder awarded an agreement as a result of this solicitation shall be required to recertify at each renewal of the agreement that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBOC may terminate any agreement resulting from this solicitation if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the SBOC reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew an agreement, should SBOC determine that the conditions set forth in Section 287.135(4), F.S. are met.
56. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Bidders must have an active status in order to be eligible to do business with SBOC. Bidders doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
57. **New Items and/or Options:** New items and/or options may be included after award of this ITB if they are standard items and/or options for this commodity. Items inadvertently left off the bid price sheet may be viewed as an option not known to exist at the time this ITB was sent out, but are now available as an additional option. Awarded Bidders wishing to provide additional options, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market and/or building code changes occur the awarded Bidders may contact the Procurement Services about additional options.
58. **Favored Nation Clause:** Based on similar size and quantity, it is understood that Bidder is providing SBOC the same or better pricing than other districts and governmental agencies. If during the term of this agreement, SBOC locates better pricing for the same item, Bidder agrees to offer the District the reduced price.

NOTE: All General Terms and Conditions, Special Conditions, and Specifications attached hereto that vary from these General Conditions shall have precedence. Any inconsistency in this ITB shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions; and (4) Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

Bidder shall read all solicitation documents and comply with all specified requirements.

1. **Sealed Bid Requirements;** the “Bidder Acknowledgement” section shall be completed, signed, and returned with the bid submittal. The Bid Price Sheet pages on which Bidder actually submits pricing and any pages upon which information is required to be inserted must also be completed and provided with the bid submittal. SBOC reserves the right to reject any bid submittal that fails to comply with these requirements.
2. **Bid Submittal:**
 - 2.1. The completed bid submittal must be provided in a sealed envelope with bid number, bid title, bid opening date & time, Bidder’s name, and Bidder’s return address clearly typed or written on the front of the envelope. Please use the enclosed label on the outside of the mailing envelope or package (FedEx, Priority Mail, etc.) when submitting a bid. Do not include more than one bid per envelope. Bidders must be certain that all pages of the ITB, all attachments and addenda are received by Bidder prior to submitting a bid submittal without regard to how a copy of this ITB was obtained. All ITB information is available on the SBOC Procurement Services website at www.procurement.ocps.net. Bidders are expected to examine all instructions, terms and conditions, specifications, delivery schedules, bid prices, and extensions. Failure to do so will be at Bidder’s risk.
 - 2.2. It is the sole responsibility of each Bidder to ensure that its bid submittal is received by the SBOC Procurement Services Department on or before the time and date due for the bid to be considered. Bid submittals submitted by electronic or facsimile transmission will not be accepted. Bid submittals received after the date and hour specified will not be considered. Late bid submittals will be rejected.
 - 2.3. The address for bid submittal, including U.S. mail, hand delivery, and overnight courier delivery, is indicated on page 1 of this ITB. Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of its bid submittal or related material. The SBOC Procurement Services Department will not accept delivery of any bid submittal or related material delivered C.O.D. or requiring additional postage.
3. **No Bid:** If not providing a bid submittal in response to this ITB, Bidders are asked to respond by returning the “No Bid Response Form” only.
4. **Execution of Bid Submittal:** Each bid submittal must contain a written original signature of an authorized representative in the space(s) provided. SBOC reserves the right to reject any bid submittal or bid item completed in pencil or any bid submittal that contains illegible entries or price corrections not initialed. Only the terms and conditions of this ITB, as released by SBOC or amended via addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to in writing by SBOC.
5. **Interpretation of Bid Documents:**
 - 5.1. No interpretation of the meaning of this ITB document or correction of any apparent ambiguity, inconsistency, or error therein will be made verbally to any Bidder.
 - 5.2. All requests for an interpretation of the meaning of this ITB, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error therein, shall be in writing, addressed to the Procurement Services Representative by the date and time indicated on the first page of this ITB. Inquiries must reference the date of bid opening, bid title, and bid number. Interpretation of the ITB, clarification of ITB specifications, and changes to the ITB shall be communicated by written addenda only.
 - 5.3. Only the interpretation or correction so given by the Procurement Services Representative, in the form of written addenda, shall be binding. Verbal responses shall be considered inadmissible in bid protest proceedings. Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.
 - 5.4. Written addenda shall be signed by Bidder and returned to Procurement Services by the bid opening date and time. Failure to return such addenda may constitute cause for rejection of a bid submittal.
6. **Change or Withdrawal of Bid Submittals Prior to Bid Opening:** Changes to or withdrawal of the Bid submitted by Bidder must be in writing. This communication is to be received by the Procurement Services Representative prior to the date and time of the bid opening. Bidder’s name, and the solicitation number, bid title, and bid due date must appear on the envelope.
7. **Compliance:** Bid submittals that do not comply with these requirements may be considered non-responsive and are subject to rejection.

BID IDENTIFICATION LABEL

Notice to all Bidders: For your convenience, the label below has been provided to identify your bid submittal properly. Place your bid submittal in a sealed envelope. Type or print your company's name and address in the area provided below and affix the label on the outer surface of the envelope or package.

The School Board of Orange County, Florida Ronald Blocker Education Leadership Center (RBELC) is a controlled access building. All visitors are required to check-in at the reception desk. If you are hand delivering a submittal, a time/date stamp is available at the reception desk. Date stamp your envelope/label and notify Procurement Services via the lobby telephone that you have delivered a submittal to the reception desk. A record of all deliveries and delivery times will be documented at the reception desk as well as in Procurement Services.

Please fill out the label below and attach it to the outside of your bid submittal envelope.

DO NOT OPEN - SEALED BID - DO NOT OPEN

BID #:ITB1703148

**TITLE: SCHOOL BUS MECHANICAL/ELECTRICAL REPAIR, AND FILTER
CLEANING SERVICES**

BID TO BE OPENED ON April 13, 2017 AT 2:00PM EST

From: _____

DELIVER TO:

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
PROCUREMENT SERVICES
ATTENTION: JESSICA GRAHAM
445 W. AMELIA ST.
ORLANDO, FLORIDA 32801**

DEFINITION OF TERMS

1. **“Acquisition”** - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.
2. **“Addenda”** – a written addition or supplement to a document (for example, items or information added, deleted or changed on a procurement document). Addenda will be posted on the SBOC Procurement Services website.
3. **“Alternate bid”** - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation; alternate bids shall only be provided when requested in the solicitation documents.
4. **“Best value bidding”** - the purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific commodities or contractual services based on pre-determined criteria identified by SBOC.
5. **“Bid” or “Bid submittal”** - written response to a solicitation for competitive sealed bids to provide equipment, supplies, services, or construction items.
6. **“Bidder”** – any individual, business entity, or company submitting a bid in response to an Invitation to Bid; the term “Bidder” is used interchangeably with the terms “Contractor”, “Proposer”, or “Respondent”
7. **“Bid sample”** - a sample offered by a Bidder when required in an ITB; the samples are considered a required part of the solicitation and are examined and tested for conformance with the requirements of the ITB.
8. **“Conflict of interest”** - an actual or potential situation in which the personal interests of a Bidder, SBOC employee, or public official, are, or appear to be, in conflict with the best interests of SBOC.
9. **“Contract” or “Agreement”** - a mutually binding legal instrument obligating Bidder to furnish the commodities or contractual services in exchange for SBOC to pay for them, including, but not limited to, purchase orders and formal agreements.
10. **“Contract modification”** - any written change to the terms of an executed contract.
11. **“Descriptive literature”** - information provided by Bidder (such as cuts, illustrations, drawings, and brochures) that shows a commodity’s characteristics or construction of a commodity or explains its operation. The term includes only that information needed to evaluate the acceptability of the commodity and excludes other information for operating or maintaining the commodity.
12. **“FOB Destination”** - free on board at destination; title changes hands from Bidder to purchaser at the destination of the shipment; Bidder owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.
13. **“Latent defect”** - an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.
14. **“Laws and regulations”** - laws, rules, regulations, ordinances, and/or court or administrative orders, or a respective federal, state, or local government agency, including, but not limited to, a school board.
15. **“Lobbying”** - any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of the Board or SBOC personnel after advertisement and prior to the award of a bid or contract.
16. **“Local Developing Business” (LDB)** – a business concern that is domiciled in the local area (Orange, Osceola, Lake, or Seminole County) and that meets the revenue limitations, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation.
17. **“Lump Sum”** - the total price of a group of items, which is priced as a whole.
18. **“Minority/Women Business Enterprise” (MWBE)** - SBOC has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Bidders must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, the City of Orlando, Greater Orlando Aviation Authority (GOAA), State of Florida and National Minority Supplier Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with Bidder’s bid submittal.
19. **“Notice of Award”** - the written notice of the acceptance of the solicitation from SBOC to Bidder.

20. **“Offer”** - a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.
21. **“Offeror”** - one who makes an offer in response to a solicitation; or one who submits a bid in response to a Request For Proposal (RFP), Invitation To Bid (ITB), Invitation To Negotiate (ITN); used interchangeably with the terms “Bidder”, “Respondent”.
22. **“Owner”** – The School Board of Orange County, Florida
23. **“Pricing”** - the process of establishing a reasonable amount to be paid for commodities or contractual services.
24. **“Procurement Representative”** - the Procurement Services employee identified in the solicitation documents who is primarily responsible for processing the solicitation.
25. **“Procurement Services Department”** – is also referred to as Procurement or Purchasing. The Procurement Services Department within The School Board of Orange County, Florida is responsible for the administration of this solicitation.
26. **“Purchase Order”** – SBOC’s written document to a Bidder formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.
27. **“Qualification Requirement”** - means a SBOC requirement for testing or other quality assurance demonstration that must be completed before award of a contract.
28. **“Qualified Products List” (QPL)** - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, SBOC has determined will meet the applicable specification requirements.
29. **“Responsible Bidder”** - Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
30. **“Responsive Bidder”** - Bidder who has submitted a bid that conforms in all material respects to the solicitation requirements.
31. **“Shipment”** - the process of transporting goods.
32. **“Signature” or “Signed”** - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.
33. **“Solicitation”** - a written document containing an invitation for bids or request for proposals to provide commodities or contractual services.
34. **“Solicitation Provision” or “Provision”** - a term or condition used only in solicitations and applying only before contract award.
35. **“Specifications”** - a description of the physical or functional characteristics, or of the nature of commodities or contractual services; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.
36. **“Submitting of Bids”** - all bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the SBOC bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or Bidder notes.
37. **“Surety”** - shall mean any corporation that executes, as Surety, the Proposal/Bid, Performance, and/or Payment Bond.
38. **“Termination for Convenience”** - means the exercise of SBOC’s right to terminate performance of work under a contract completely or partially when it is in SBOC’s best interest.
39. **“Termination for Default”** - means the exercise of SBOC’s right to terminate a contract completely or partially because of the Awarded Bidder’s actual or anticipated failure to perform its contractual obligations.
40. **“Warranty”** - means a promise or affirmation given by Bidder to SBOC regarding the nature, usefulness, or condition of the commodities or performance of services furnished under the resulting contract.

SPECIAL CONDITIONS

1. **Scope**

The purpose of this solicitation is to establish competitive pricing for School Bus Mechanical/Electrical Repair, and Filter Cleaning Services on as needed basis as listed and described on the bid price sheet and in the body of this solicitation. SBOC currently has IC Bus and Thomas Built Buses in our fleet.

Bidder's Responsibilities: It is the responsibility of each Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Bidder shall submit at the bid opening date and time, its complete executed bid packet with all signed forms, and Bid Price Sheet(s). Bidder shall submit a CD/DVD/Flash drive electronic copy of its bid at the time of bid opening or within 24 hours of request by SBOC. The CD/DVD/Flash drive shall include all executed forms, signed Bid Price Sheet, and required supplementary documents.

Bidders should monitor continuously the SBOC Procurement Services website for any information (addenda, tab sheets, notice of intended action, etc.) that may be posted prior to or after the opening of this solicitation. The website which lists all bids, addenda, and awarded information, is as follows: <http://procurement.ocps.net>, (click) Solicitations, then (click) Current.

2. **Definition of Responsive and Responsible for this Bid:** Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this ITB. (Responsive)
- B. The greatest benefits to SBOC as it pertains to: (Responsible)
 - 1. Total Cost.
 - 2. Delivery.
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
 - a. A list of references with the bid submittal and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
 - 4. All technical specifications associated with this ITB.
 - 5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
 - 6. Any other criteria indicated in this ITB.

3. **Bankruptcy/Insolvency:** At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, SBOC may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.

4. **Award:** Award shall be made to the lowest, responsive, responsible Bidder(s), meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to SBOC needs, delivery terms, qualifications, and past performance.

SBOC reserves the right to make multiple awards in its best interest. In such cases where an award is made to more than one responsive and responsible Bidder.

This bid will be awarded to a primary vendor and one alternative vendor. All work will go to the primary vendor first. The alternative vendor will only be used if the primary vendor cannot perform the work or if the project is over \$15,000 at which time the project will be quoted amongst all awarded vendors.

SBOC shall apportion the work among the various providers in such manner and at such time as it deems appropriate under the circumstances, in its sole discretion and no minimum amount or proportion of work is guaranteed to any single awarded Bidder or class of Bidders.

5. **Length of Contract and Renewals:** The intent of this ITB is to establish a contract for a period of three (3) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this ITB.

SBOC reserves the right to renew any or all prices, terms, conditions, and specifications of the Agreement, for up to two (2) additional one-year period(s), upon mutual agreed by both SBOC and the awarded Bidder. Renewals must be evidenced, in writing, with the signature of the awarded Bidder's authorized representative and SBOC.

6. **Pricing:** Bid Prices will be accepted and considered by the following methods: (a) The bid price per item, per specified quantity, (b) The total bid price for all items for these specifications in an "All or None" Bid, per Lot, and/or (c) Items may be grouped in an "All or None" Bid for a particular group of items while other items are bid per item. SBOC reserves the right to award the bid by any of these methods.

Bid prices shall include all shipping, transportation, fuel, supervision, equipment, set-up services, and related items necessary to complete the work in accordance with this ITB.

7. **Price Reduction:** If, from date of bid opening, the successful Bidder(s) either bids the same products at a lower price than offered to SBOC or reduces the bid price of the product, the lowest of these reduced prices will be extended to SBOC. If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves the right to receive the lowest price offered on the open market.
8. **Equitable Adjustment:** SBOC may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all the following criteria: (a) the volatility is due to causes wholly beyond the awarded Bidder's control; (b) the volatility affects the marketplace or industry, not just the particular Bidder's source of supply; (c) the effect on pricing or availability of supply is substantial; and (d) the volatility so affects Bidder that continued performance of the bid award would result in a substantial loss.
9. **Price Escalation:** SBOC may consider pricing increases of the items bid if the following conditions occur: (a) there is a verifiable price increase to Bidder of the awarded bid item(s); (b) the awarded Bidder(s) submits to Procurement Services, in writing, notification of price increases; (c) the price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices; and (d) Bidder(s) shall submit the above information to Procurement Services a minimum of thirty (30) calendar days prior to the effective date of the price increase.

When Bidder complies with the abovementioned conditions, Procurement Services will review the information to determine if it is in the best interest of SBOC to adjust the pricing on the awarded items, in conjunction with Bidder's effective date of price increase. SBOC reserves the right to deny any requests for price increases. Bidder shall receive confirmation in writing of the approval or denial of a price increase. Price increases are not allowed in the initial contract term. Bidder must receive notification from Procurement Services that SBOC has accepted the new prices before processing any orders with the new cost. Payment of the new prices by SBOC does not constitute acceptance of the new pricing.

10. **Labor Rate:** Labor provided by the awarded Bidder shall be billed to SBOC, based on the hourly rates bid on the bid price sheet. The hourly rate bid shall include full compensation for labor, equipment use, travel time, and any other cost (including overhead) to Bidder. SBOC shall only pay fair market prices for labor.
11. **Material Markup:** SBOC reserves the right to furnish materials to the awarded Bidder(s). If Bidder is required to provide materials for the service(s), SBOC shall be billed the actual price Bidder paid for the items plus the percentage markup awarded. All items must be of commercial grade in order to satisfy operational performance. Materials/parts mark-up must not exceed 10%. Bids with markup higher than specified will be disqualified and considered non-responsive.

Bidder's material/part invoices will be provided upon request by SBOC. SBOC shall pay fair market prices for materials. SBOC reserves the right to audit Bidder's invoices from the manufacturer for materials used in performance of this ITB.

12. **Material Quality:** Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily. SBOC reserves the right to set the standard of quality for materials for a given job. All materials used shall be manufactured by a company acceptable to SBOC. The awarded Bidder will have in stock the most commonly used system components.
13. **Delivery:** Deliveries shall be made during SBOC's normal operating hours. There will be no deliveries made on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed. It shall be the responsibility of the awarded Bidder to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned SBOC representative.

All deliveries will be F.O.B. Destination, freight fully prepaid by Bidder. Bidder must include in the item price all delivery, pick-up, mileage, and travel charges to all schools and facilities located within Orange County, Florida on the Bid Price Sheet. SBOC will not accept bids that contain separate charges for delivery or shipping or will honor no common carrier/drayage charges.

Bidder shall make deliveries by the mutually agreed upon completion date after receipt of the SBOC purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by Bidder; except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of Bidder. In these cases, Bidder shall notify SBOC of the delays immediately with a revised delivery date.

14. **Time Is of The Essence:** The awarded Bidder acknowledges that time is of the essence to complete the work as required in each event. The Awarded Bidder agrees that all work shall be prosecuted diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within industry standards. Should Bidder neglect, fail, or refuse to complete the work within the time specified in each and every work request or as properly extended by SBOC, then Bidder does hereby agree, as part consideration for awarding of the Agreement, to pay to SBOC the liquidated damage sum of \$50.00 for each work day that the vendor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but as liquidated damages for breach of contract as set forth herein. If the reasons for the delays are beyond the vendor's control or an act of God, no liquidated damages for the breach of contract will be addressed.
15. **Force Majeure:** SBOC and the awarded Bidder will exercise every reasonable effort to meet their respective obligations as outlined in this ITB and ensuing Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, which includes, but is not limited to: compliance with any government law or regulation; acts of God; acts or omissions of the other party; government acts or omissions; fires; strikes; national disasters; wars; riots; transportation problems; and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.
16. **Guarantee:** The awarded Bidder warrants that the work, including commodities and materials provided, shall conform to professional standards of care and practice in effect at the time the services are performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of this ITB, the vendor warrants that all materials provided shall be new.

During the guarantee/warranty period, Bidder shall within 48 hours after receipt of notification, correct improper work, without cost to SBOC. If Bidder fails to correct defects, SBOC shall be entitled to have such work remedied and Bidder shall be fully liable for all costs and expense reasonably incurred by SBOC. Payments for work performed do not constitute a waiver of this guarantee.
17. **Service and Warranty:** Unless otherwise specified, all equipment bid must be new, the latest model, first quality, carry the manufacturer's standard warranty, and be equal to or exceed the specifications listed in the ITB. During the warranty period, the awarded Bidder must repair or replace any defective equipment without cost to SBOC with the understanding that all replacements shall carry the same guarantee as the original equipment. The awarded Bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the SBOC.
18. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the awarded Bidder at its expense when work is performed in areas traversed by persons or vehicles. Bidder shall conform to any safety requirements deemed necessary by OSHA requirements and by SBOC Representative to insure that safety of all students, staff, and community members.

Bidder shall at all times guard from damage or loss to property of SBOC or of other vendors and shall replace or repair any loss or damage unless such is caused by SBOC, other vendors. SBOC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of Bidder or its agents.
19. **Removal of Debris:** The awarded Bidder shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. Bidder shall not use the trash receptacles located on SBOC property. Any debris left at the worksite shall be removed within 24 hours' notice from SBOC. Bidder assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.
20. **Use of Other Contracts:** SBOC reserves the right to utilize any other district contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this ITB, if it is in its best interest. SBOC also reserves the right to solicit separately any single order or to purchase any item on this ITB if it is in its best interest.

21. **Familiarity with Laws, Ordinances, Rules and Regulations:** The awarded Bidder is required to be familiar with all federal, state and local laws, ordinances, rules, and regulations that may affect their work in any manner. Failure on the part of Bidder to be aware of any law, ordinance, rule or regulation will in no way relieve it from any responsibility or liability arising from the ITB award. Bidder assures and certifies that it will comply with all laws, ordinances, rules, regulations, and all other legal requirements. Bidder shall abide by all OSHA, NFPA and ADA regulations pertaining to the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression / extinguishers, job site first aid kits, and emergency communication. Any work site accidents shall be reported to SBOC and any other proper authorities.

Bidder shall have in their possession all-applicable insurance, permits, licenses, etc. that may be required by law to furnish services under the scope of this Agreement. Bidder must not be in violation of any law or other ordinances during the life of this Agreement. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of Bidder. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Bidder shall constitute cause for immediate termination of the Agreement.

22. **Preference to Florida Businesses:** Effective July 1, 2012, 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 Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. See Section 287.084(1)(a), F.S.

A Bidder whose principal place 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. See Section 287.084(2), Florida Statutes.

Bidders shall complete the form titled "Bidder's Statement of Principal Place of Business" and include it with a bid submittal.

23. **Bidder's Representative:** The awarded Bidder shall provide the name, address, phone and cell numbers of the contact person(s) for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified. The awarded Bidder shall provide their technicians assigned to SBOC with either a cellular phone allowing SBOC personnel with immediate access in cases of emergency.
24. **Invoicing:** An invoice can only reference one purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to Bidder for resolution of the discrepancies. It is the sole responsibility of Bidder to reconcile the purchase order and Bidder's invoice and to notify the representative of any discrepancies prior to billing. SBOC will only pay the dollar amounts authorized on the purchase order. The awarded Bidder will be required to submit invoices referencing the purchase order number on all requests for payment. All statements must reference valid purchase order numbers.

25. **Disclosure of Response Content**

- 25.1. All material submitted becomes the property of SBOC and may be returned only at SBOC's option. SBOC has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any response does not affect this right.
- 25.2. SBOC is governed by the Public Records Law, Chapter 119, F.S. Only trade secrets as defined in Section 812.081(1)(c), F.S., or financial statements required by SBOC for road or public works projects as defined in 119.071(1)(c), F.S., (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Bidder submits Confidential Materials, the information must be segregated, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." SBOC will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the SBOC shall execute the Agreement and send Bidder a "Receipt for Trade Secret Information." Return the non-disclosure agreement only if confidential materials are being included in the submittal. The confidential materials will only reviewed by procurement staff or the evaluation committee during evaluation phases.

26. **Insurance:**

At its sole expense, the awarded Bidder(s) shall maintain the following insurance during the term of this Agreement and such insurance will apply to Bidder, its employees, agents, and subcontractors:

- 26.1. Workers' Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Bidder's employees who will be engaged in the performance of the Services in this Agreement.
- 27.2. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
- 27.3. Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with providing Services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
- 27.4. Insurance Capacity Verification
It is a requirement of all bidders to prove their capacity to provide the required insurance as specified in this solicitation. Please provide a "Certificate of Liability" (Acord 25) matching the specified requirements. If selected, you will then be required to name the School Board of Orange County, Florida as an additional insured and provide a revised "Certificate of Liability" at the time of contract execution.
- 27.5. Awarded Bidder agrees to the following as it relates to all above required insurance:
 - 27.5.1. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
 - 27.5.2. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
 - 27.5.3. Awarded Bidder shall notify SBOC's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
 - 27.5.4. Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.
 - 27.5.5. Awarded Bidder agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by SBOC. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required in this Agreement.
 - 27.5.6. To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from SBOC or its insurance.
 - 27.5.7. Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by SBOC's Risk Management Department and referenced in an addendum to this Agreement.

TECHNICAL SPECIFICATIONS

1. Contractor will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid submittal rejection or award cancellation. Mechanical/electrical repair services, and filter cleaning services will be utilized on an AS NEEDED basis at the discretion of the Senior Administrator, Fleet Services. SBOC reserves the right to perform work of this type covered by this bid with internal resources or with other contracts.

2. **Acceptance of Commodities and/or Services**

The commodities and/or services to be provided hereunder shall be delivered to SBOC, in full compliance with the specifications and requirements set forth in this contract. If the product provided by Contractor is determined to not meet the specifications and requirements of this contract, either upon initial inspection or discovered at a later date, the item will be returned, at Contractors expense, to Contractor. At SBOC's own option, Contractor shall either provide an approved replacement, or provide a full credit for the returned product. Contractor shall not assess any additional charge(s) for any conforming action taken by SBOC under this clause.

3. **GUARANTEE & WARRANTY REQUIREMENTS**

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and workmanship and shall promptly correct improper work, without cost to SBOC, within a reasonable time period after receipt of notification of such faulty labor and workmanship. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for at least 120 days from of completion and acceptance by SBOC.

Replacement/repair parts and materials shall be bound by the manufacturer's warranty unless failure is a result of improper installation or service.

4. **OPERATIONS**

a. **MECHANICAL/ ELECTRICAL REPAIRS**

Mechanical/Electrical repair services will be performed on-site at SBOC Fleet Service Centers as required unless otherwise agreed upon. Contractor will provide all labor, supervision, equipment, specialty tools, diagnostic software and materials (except replacement parts) necessary to perform on-site mechanical/electrical repair work. Work bays and vehicle lifts will be available as necessary. Electric, water, and compressed air will be provided. The operating hours of OCPS Fleet Services Centers are 5:00 AM – 9:30 PM Monday through Friday.

All repair work shall return the school bus to its original equipment manufacturers specifications using the highest quality materials and workmanship within the industry and in full compliance with the State of Florida Department of Education School Bus specifications.

- i. SBOC shall provide all repair/replacement parts unless otherwise agreed upon.
- ii. All material costs will be priced at the Contractors' invoice cost/price, plus a percent markup as indicated on the Bid Price Sheet (not to exceed 10%). SBOC reserves the right to request copies of the Contractor's invoices to satisfy that proposal specifications have been met for original markup material cost.
- iii. Labor hours for all repairs shall be estimated and invoiced at a "Flat Rate".
- iv. Subcontracting is permitted under this agreement. The Contractor will be fully responsible and liable for work performed by subcontractors. Subcontractors must meet the requirements of the Contractor's Qualifications section. Upon request of SBOC, Contractor will provide a list of subcontractors and the scope of work to be performed. SBOC reserves the right to reject the use of any subcontractor. Rejection of any subcontractor will not entitle Bidders to adjust terms or pricing of this agreement.

b. **FILTER CLEANING SERVICES**

The awarded bidder shall be capable of Diesel oxidation Catalyst (DOC) or a Diesel Particulate Filter (DPF) full service cleaning. A full service filter cleaning shall include, but not be limited to the following:

- i. Cleaning
- ii. Shaking
- iii. Testing
- iv. Baking
- v. Inspection and quality control

5. **CONTRACTOR'S QUALIFICATIONS**

- A. Contractors should have the ability to perform school bus repair at multiple SBOC Fleet Service Centers simultaneously.
- B. Contractor will provide all labor, supervision, equipment, specialty tools, diagnostic software and materials (except replacement parts), necessary to perform on-site mechanical/electrical repair work. Work bays and vehicle lifts will be available as necessary. Electric, water and compressed air will be provided.
- C. The Contractor shall conform to all federal, state and local laws and regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor.
- D. Contractor must be an authorized service representative of IC Bus, and/ or Thomas Built Buses with a minimum of five (5) years' experience repairing IC Bus, and/ or Thomas Built Buses.
 - a. Contractor must provide a letter from the bus manufacturer stating they are an authorized service representative.
- E. Bidder's personnel shall be factory trained technicians with ASE Master Technician Certification.

6. **TIME IS OF THE ESSENCE**

The Contractor acknowledges that time is of the essence to complete the work specified. The Contractor agrees that all work shall be processed regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

Contractor must commence repair work no later than the next business day of receiving the request from SBOC unless otherwise agreed upon. Work should be completed within the agreed upon timeframe. The Contractor must notify the Senior Administrator, Fleet Services in writing of any delay. Repeated incidents of delay will be construed as non-compliance with the terms and conditions of this bid.

7. **COMPLETION OF WORK**

After the work requested has been completed, the Contractor shall annotate the following information in writing to the SBOC Representative(s):

- a) Date and time the work was completed.
- b) Contractor's certification that the work has been completed.
- c) SBOC will perform an Acceptance Inspection to ensure satisfaction with work performed prior to returning the vehicle to regular service.

8. **BASIS OF WORK ASSIGNMENT**

All work assigned during the term of the Agreement will be strictly on an "as needed" basis. Should multiple contracts result from this solicitation, SBOC will rotate Contractors based on workloads and capabilities determined at the time by SBOC Fleet department.

9. **REFERENCES**

Upon request, Contractors must provide a minimum of three references where similar work has been performed within the most recent 12-month period.

10. **STOPPAGE OF WORK**

SBOC reserves the right to stop any and all work performed by the bidder if:

- A. Materials or work is not within compliance of this agreement, are of sub-standard quality, do not conform to manufacturer's specifications, stands or generally accepted practices.
- B. Contractor's actions place personnel at risk of injury or damage to SBOC property.
- C. Contractor's activities interfere with the regular operation of the SBOC Fleet Service Center or personnel.
- D. Any other condition, situation, or circumstance which would be detrimental to the best interests of SBOC.

“NO BID” RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the soliciting document.

The School Board of Orange County, Florida
Procurement Services
Attention: Jessica Graham
445 W. Amelia Street
Orlando, Florida 32801
Email: Jessica.Graham@ocps.net

This information will assist Procurement Services in the preparation of future bids.

Bid #: ITB1703148, Title: SCHOOL BUS MECHANICAL/ELECTRICAL REPAIR, AND FILTER CLEANING SERVICES

Company Name: _____

Contact Person Name and Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a “no bid”.

- Specifications “too tight”, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond
- Specifications unclear (explain below)
- Our company does not offer this product/service or an equivalent
- Our product schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices firm throughout the term of the contract period
- Unable to meet insurance requirements
- Other: _____

Print Name: _____

Signature: _____

Date: _____

Office of Business Opportunity
MWBE/LDB Participation Guidelines

Bidder understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities or women-owned business enterprises (MWBE), ten percent (10%) to be provided by local developing businesses (LDB) and three (3%) percent to be provided by veteran business enterprises.

Accordingly, Bidder hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

Business with MWBE and/or LDB and/or VBE ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.

MWBE, LDB and VBE firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC) and the Women Business Enterprise National Council (WBENC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. Each VBE firm shall submit a valid VBE certification from the State of Florida or by the United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE). A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE, or LDB or VBE firm for purposes of this bid.

For clarification regarding the district's MWBE, LDB or VBE programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>
Sub-contractor participation – Purchase of material and/or service obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining MWBE, LDB and VBE participation by supplier shall be in the Office of Business Opportunity in submitting a proposal to provide supplies, equipment or services to the School District. Bidder must include with the proposal the CERTIFICATE OF MINORITY/WOMEN Ownership and/or LDB and/or VBE status from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

Bidder/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that Bidder/supplier is complying with the goals for MWBE, LDB and VBE participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE, LDB and VBE participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the MWBE, LDB and VBE Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership, or LDB or VBE status, if to do so would benefit the District in the increase of MWBE, LDB and VBE participation in contracts originating in the Procurement Services Department.

Office of Business Opportunity

MWBE/LDB/VBE Subcontractor

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB and VBE participation percentages, only those dollars awarded to certified MWBE, LDB and VBE vendors will be utilized. Monies contracted or subcontracted to MWBE, LDB and VBE vendors are included in the calculation. As a result, Bidders are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing Bidder's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB Bidders and three (3%) for one or more VBE Bidders.

Overall percent of MWBE Sub-Contractor Participation expected:

Overall percent of LDB Sub-Contractor Participation expected:

Overall percent of VBE Sub-Contractor Participation expected:

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

Sub-Contractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value

If Bidder has more than two MWBE, LDB and VBE vendors, Bidder should include information for additional MWBE and/or LDB and/or VBE vendors on an additional sheet of paper. Bidder agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

Authorized Representative's Signature

Company Name

Printed Name and Title

BIDDER'S EXPERIENCE/QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Bidder shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _____ Years performing work specialty: _____

Licenses currently valid and in force: _____

2. Bidder's Representative

Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

Name: _____ Phone #: _____ Cell #: _____

Email: _____

3. Has Bidder been declared in default of any contract? Yes No

4. Has Bidder ever forfeited on any performance bond payment issued by a surety company on any contract?
 Yes No

5. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? Yes No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? Yes No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? Yes No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

STATEMENT OF AFFIRMATION AND INTENT

To: School Board of Orange County, Florida, Procurement Services

Solicitation: ITB1703148, School Bus Mechanical/ Mechanical Repair, and Filter Cleaning Services

The undersigned, hereinafter called Bidder, declares that the only persons, or parties interested in its bid submittal are those named herein, that this submittal is, in all respects, fair and without fraud, and that it is made without collusion with any other Bidder or employee of SBOC. Neither the Affiant nor Bidder have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with Bidder's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this ITB.

Bidder certifies and declares:

1. No Board Member, Director or any SBOC Employee directly or indirectly owns assets or capital stock of Bidder, nor will they directly or indirectly benefit by the profits or emoluments of the Agreement resulting from this ITB.
2. (Please check A or B, as appropriate.)
 - A. There are no professional, business, or Familial Relationships between any SBOC Employee or Board Member and those employees of Bidder or Business Entity that are: (i) Principals of Bidder or Business Entity; (ii) Shareholders, partners, Business Associates, or joint venture partners or otherwise hold a Material Interest in Bidder or Business Entity; (iii) Preparing, submitting, or presenting Bidder or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Bidder or Business Entity.
or
 - B. There are professional, business or Familial Relationships between any SBOC Employee or Board Member and those employees of Bidder or Business Entity that are: (i) Principals of Bidder or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in Bidder or Business Entity; (iii) Preparing, submitting or presenting Bidder or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Bidder or Business Entity as described below:
- C. No member of Bidder's ownership or management is presently applying for an employee position or actively seeking an elected position with SBOC. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify SBOC in writing.
- D. Bidder has carefully examined the scope of services, instructions, terms, and conditions of this ITB and that Bidder's bid submittal is made according to the provisions of the ITB and that it will meet or exceed the scope of services, requirements, and standards contained in the ITB.

Failure to disclose a known relationship as described in paragraph 2 above may result in a bid being rejected as non-responsive. In the event the relationship is discovered after Bidder submits its bid, the relationship shall be disclosed and submitted to the SBOC Ethics Compliance Officer at the time of discovery. This form complies with Board Policy KCE. With respect to paragraph 2 hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with SBOC, Bidder offers and agrees that if this negotiation is accepted, it will convey, sell, assign, or transfer to SBOC all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by SBOC. At the SBOC's discretion, such assignment shall be made and become effective at the time SBOC tenders final payment to Bidder. The bid submittal constitutes a binding offer by Bidder to perform the services as stated in this ITB.

Bidder certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Orange County, Florida.

Bidder acknowledges and certifies that it is in receipt of, has reviewed, and is in agreement with all provisions of the Ethics and Lobbying Board Policy KCE, including, without limitation, all penalties for violation of said policy.

www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206_26_12.pdf

Corporate Name of Bidder (Typed) Address, City, Zip

Authorized Representative's Signature Printed

Date

Telephone Number

Printed Name of Authorized Representative

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

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

Authorized Representative's Signature

Company Name

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

Before Completing Certification, Read Instructions below

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Name	ITB # and Title	
Name(s) and Title(s) of Authorized Representatives	Signature	Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out above in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each bidder)

Name of Bidder: _____

Identify state in which bidder has its principal place of business: _____

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which bidder has its principal place of business:

NOTE: Section 287.084(2), F.S. states that "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, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Bidder, please select one)

Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Bidder, please select one)

Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

Reference # _____

Return this form **ONLY** if confidential materials are being included in the submittal. Please read the section in the bid document to determine if this applies.

Bidder: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Orange County, a political subdivision of the State of Florida ("SBOC"), and the above named Bidder (hereinafter the "Bidder"). SBOC and Bidder are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, Bidder possesses certain confidential trade secret materials that it wishes to disclose to SBOC for the purpose of responding to a solicitation or otherwise conducting business with SBOC; and

WHEREAS, SBOC desires to review such materials in order to evaluate SBOC's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with Bidder.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, SBOC and Bidder agree as follows:

1. **Confidential Materials** Bidder warrants and represents to SBOC that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), F.S., or financial statements required by SBOC for projects as defined in Section 119.071(1)(c), F.S.. Subject to the terms and conditions of this Agreement, SBOC agrees not to disclose such Confidential Materials to third parties.
2. **Additional Materials** During the course of the review or the business relationship with SBOC, Bidder may disclose additional confidential or trade secret information to SBOC in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to SBOC, and shall be subject to this Agreement and Section 812.081(2), F.S., only if written receipt is provided by SBOC acknowledging receipt of such materials.
3. **Exclusions** For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by SBOC;
 - (b) Information in the public domain through no wrongful act of SBOC;
 - (c) Information received by SBOC from a third party who was legally free to disclose it;
 - (d) Information disclosed by Bidder to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119, F.S.; or
 - (f) Information that is disclosed with the prior written consent of Bidder, but only to the extent permitted by such consent.
4. **Non-Disclosure by Bidder** In the event that SBOC discloses confidential or trade secret information to Bidder, Bidder agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without SBOC's prior written consent. Further, upon conclusion of discussions or business transactions between SBOC and Bidder, or at any time upon request of SBOC, Bidder agrees to return such information (including any copies) to SBOC.
5. **Duty of Care** Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. **Limitations of Florida Law** Bidder understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119, F.S., and that SBOC's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Bidder to be confidential or a trade secret, SBOC may submit the

materials to the court for inspection in camera as set forth in Section 119.07(1)(g), F.S.. Bidder further understands that SBOC may be required to disclose such information if directed by a court of competent jurisdiction.

- 7. **Indemnification by Bidder** In the event of any litigation instituted by a third party to compel SBOC to disclose such materials, Bidder shall, at its sole cost and expense, provide assistance to SBOC in defending the denial of the records request, and shall hold SBOC harmless from any claim for statutory costs and attorney's fees arising from SBOC's refusal to disclose such materials.
- 8. **No Additional Obligations** This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
- 9. **Sovereign Immunity** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of SBOC beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall SBOC be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against SBOC, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 10. **Notice** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, Bidder designates the address set forth above as its place for receiving notice, and SBOC designates the following address for such notice:

The School Board of Orange County, Florida
 Director, Purchasing and Contracting
 445 W. Amelia Street
 Orlando, FL 32801

The School Board of Orange County, Florida
 Director, Facilities and Construction Contracting
 6501 Magic Way, Building 101B
 Orlando, FL 32809

- 11. **Governing Law** This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Orange County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.
- 12. Bidder and SBOC hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Orange County, Florida

Bidder

By: _____
 Name: _____
 Title: Director, Purchasing and Contracting
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

**NON-DISCLOSURE AGREEMENT
FOR
CONFIDENTIAL MATERIALS
EXHIBIT A
DESCRIPTION OF CONFIDENTIAL MATERIALS**

**Exhibit B
Company Profile and Personnel**

Business Location:
<u>Business Address:</u>

Contact Person and Service Contact Information: Provide the name, title, address and telephone number of the primary contact person
<u>Name:</u>
<u>Title:</u>
<u>Address:</u>
<u>Phone Number:</u>
<u>Email:</u>
<u>Service Phone Number:</u>
<u>Service Email:</u>

Technicians Provide the name of each technician that will work on SBOC buses		
	Technician Name	Certifications
1		Copies of Technician's ASE Master Technician certifications must be submitted with the bid
2		
3		
4		
5		
6		
7		
8		
9		
10		

(Use additional sheets as necessary)



**Orange County Public Schools
Bid Price Sheet**

ITB1703148, School Bus Mechanical/Electrical Repair, and Filter Cleaning Services

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
Lot 1: IC Bus					
1	Regular Hourly Rate for IC Bus Mechanical Repairs	Hour	250	\$	\$
2	Regular Hourly Rate for IC Bus Electrical Repairs	Hour	250	\$	\$
3	Additional Paint & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 10%)	%	\$40,000	\$	\$
Lot 2: Thomas Built Buses					
4	Regular Hourly Rate for Thomas Built Buses Mechanical Repairs	Hour	250	\$	\$
5	Regular Hourly Rate for Thomas Built Buses Electrical Repairs	Hour	250	\$	\$
6	Additional Paint & Materials shall be at Contractor's actual cost plus the percentage markup as bid, as specified. (Percentage markup shall not exceed 10%)	%	\$40,000	\$	\$
Lot 3: DPF/DOC Cleaning					
7	DPF Cleaning	EA	75	\$	\$
8	DOC Cleaning	EA	75	\$	\$
Total All or None Bid					\$

Unit price bid will be used to determine the correct extended price if calculation error is found.

Optional Pricing			
1	Overtime-Hourly Rate for School Bus Repair and Body Work	Hour	\$
2	Overtime-Hourly Rate for School Bus Painting	Hour	\$
3	Overtime-Hourly Rate for White Fleet Repair and Body Work	Hour	\$
3	Overtime-Hourly Rate for White Fleet Painting	Hour	\$
All work done during regular working hours. Overtime rate is listed herein for informational purposes only. Should the need arise, it must be authorized by the SBOC Senior Administrator, Fleet Services.			

Unit price bid will be used to determine the correct extended price if calculation error is found.

OCPS Payment Term: Net 45 days as per §218.73. Bidders Additional Payment Discount (i.e. 2%/10 days) _____

Special Conditions/Technical Specification Requirements:

- Exhibit "B" Company Profile and Personnel Yes
- ASE Master Technician Certifications Yes
- Certificate of Insurance Yes
- Letter stating company is an authorized service representative Yes

AGREEMENT

By and Between

**The School Board of Orange County, Florida
And**

INSERT LEGAL NAME OF CONTRACTOR HERE

This Agreement ("Agreement") is made by and between The School Board of Orange County, Florida, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801, hereinafter referred to as "SBOC," and **INSERT LEGAL NAME AND ADDRESS OF CONTRACTOR HERE**, hereinafter referred to as "Contractor," each individual referred to as a "Party" and, collectively, the "Parties."

WITNESSETH:

WHEREAS, SBOC desires to secure a contractual relationship for the purpose of fire extinguisher inspection and repair for Orange County Public Schools, as outlined in Exhibit "A," Scope of Services ("Services"), and

WHEREAS, these Services have been competitively solicited pursuant to 6A-1.012(9), F.A.C., which has been assigned to ITB1612267 by SBOC for tracking purposes.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

- (a) "**AGREEMENT**" refers to the executed Agreement by and between SBOC and Contractor.
- (b) "**AMENDMENT**" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services ("Services"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
- (c) "**CONFIDENTIALITY**" For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (i) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (ii) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (iii) a party has developed independently without reference to any Confidential Information of the other party; (iv) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (v) is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or any other information required to be disclosed by a valid court order or agency of government.
- (d) "**CONTRACTOR**" means **INSERT LEGAL NAME OF CONTRACTOR HERE**, a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto.
- (e) "**FUNDS**" shall mean payment made by SBOC to Contractor hereunder.
- (f) "**OCPS**" shall mean Orange County Public Schools and may be used interchangeably with SBOC or The School Board of Orange County, Florida.
- (g) "**PARTIES**" shall mean the parties entering into this Agreement, SBOC and Contractor, respectively.
- (h) "**SBOC**" shall mean The School Board of Orange County, Florida, a political subdivision of the State of Florida, and may be used interchangeably with OCPS or Orange County Public Schools.
- (i) "**SERVICES**" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

ARTICLE 2 - AMENDMENTS AND MODIFICATIONS

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 3 – TERM AND TERMINATION

- (a) The term of this Agreement will cover the period beginning **INSERT BEGINNING DATE HERE** through **INSERT ENDING DATE HERE**, and may be renewed at the end of the term on the same or substantial similar terms by mutual written agreement of the Parties.
- (b) Contractor shall give SBOC written notice of any substantial failure to perform under this Agreement through no fault of Contractor. If SBOC fails to correct or diligently pursue cure of such failure within ten (10) business days of receipt of notice, this Agreement may be terminated by Contractor, at its option, upon thirty (30) calendar days' prior written notice to SBOC. This Agreement may be terminated by SBOC with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. In the event of a material breach by Contractor hereunder through no fault of SBOC, SBOC may, at its option, terminate this Agreement immediately.

ARTICLE 4 - PAYMENT

- (a) SBOC agrees to provide Funds for the Agreement as outlined in Exhibit "B", Fee Schedule, which is attached hereto and incorporated herein. Payments shall be made on or about forty-five (45) days after SBOC's receipt of invoice. SBOC shall pay these fees to Contractor for services rendered as outlined in Exhibit "B" which includes all direct charges, indirect charges, and reimbursable expenses, if any.
- (b) Subject to Contractor's right to cure under Article 3 herein, should the project not be completed as scheduled, Contractor and SBOC will jointly plan a revised completion date for the project. Failure on the part of Contractor to complete its work in an accurate and quality manner shall be considered a default of this Agreement.
- (c) Completion of a phase is defined by an appropriate signoff by SBOC's and Contractor's project manager that all activities of that phase have been satisfactorily completed according to the project schedule, as agreed upon by both parties attached Exhibit "A". Contractor and SBOC will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. SBOC reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality and delivery of work.
- (d) Final Notice: The final invoice for payment shall be submitted to SBOC no more than forty-five days (45) after the Agreement term ends or the Agreement is terminated. Any payment due under the terms of this Agreement may be withheld until all reports due from Contractor, and necessary adjustments thereto, have been approved by SBOC.

ARTICLE 5 - AVAILABILITY OF FUNDS

The obligations of SBOC under this Agreement are subject to the availability of Funds lawfully appropriated for its purpose by the State of Florida and SBOC.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

- (a) Signature of this Agreement by Contractor shall be deemed an acknowledgement and certification by Contractor that the wage rates and costs used to determine the Funds provided for in this Agreement are accurate, complete, and current as of the date of this Agreement.
- (b) The said rates and costs shall be adjusted to exclude any significant sums should SBOC determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to Contractor. SBOC shall exercise its rights under this provision within one (1) year following final payment of the Funds.

ARTICLE 7 – PERSONNEL

- (a) All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
- (b) Contractor and any of its employees performing Services hereunder shall comply with the Jessica Lunsford Act effective September 1, 2005, as same may be amended from time to time. Non-instructional school SBOC employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. For purposes of this Agreement contractual personnel shall include any vendor, individual, or entity under Agreement with SBOC. The cost of the required screening is at the expense of Contractor.
- (c) Contractor shall notify SBOC as soon as possible, but no later than five (5) working days, after any changes in address or key personnel positions of Contractor's account team. Changes in key personnel may include resignations,

approved leaves of absence of six (6) weeks or more, or terminations. Such notification shall be in writing and shall include information related to replacement staff assigned. Contractor agrees to work closely with SBOC to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

- (d) Contractor and all Contractor staff under this Agreement shall comply with all federal, state, county, and city laws, ordinances, rules, and regulations that relate to the background screening process of those applying for work with children, seniors, or the disabled. In addition, all Contractor staff contributing to the delivery of the scope of Services that meet the criteria of both Chapter 408 and Chapter 435 and Section 110.1127, Florida Statutes, and Section 65C-14.025, Florida Administrative Code, must be in compliance with these Florida laws, and are required, at a minimum, but may not be limited, to perform the following screenings prior to supervision and /or direct care at no additional cost to SBOC:
- (i) An initial Level 2 background screening, and
 - (ii) Additional Level 2 background screenings at five (5) year intervals.

ARTICLE 8 - FEDERAL AND STATE TAX

- (a) SBOC is exempt from federal and state taxes for tangible personal property. Contractor shall not be exempted from paying applicable sales tax to the State of Florida and/or the federal government, as the case may be, for the purchase of materials to fulfill contractual obligations with SBOC, nor shall Contractor be authorized to use SBOC's tax exemption number in securing such materials.
- (b) In the event Contractor is also exempt from federal and state taxes for tangible personal property, it shall promptly submit to SBOC an appropriate exemption certificate. SBOC will sign an exemption certificate submitted to it by Contractor.
- (c) Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

ARTICLE 9 - DOCUMENTATION AND REPORTING

- (a) In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- (b) **Documentation.** Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided upon request.
- (c) **Reporting.** Contractor shall provide report containing requested data in the requested format in a timely manner as defined by SBOC.

ARTICLE 10 – INSURANCE

At its sole expense, Contractor shall maintain the following insurance during the term of this Agreement and such insurance will apply to Contractor, its employees, agents, and subcontractors:

- A. Workers Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the Services in this Agreement.
- B. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
- C. Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with providing Services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
- D. Contractor agrees to the following as it relates to all above required insurance:
- (i) All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
 - (ii) All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
 - (iii) Contractor shall notify SBOC's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Contractor received from its insurer on above required insurance.
 - (iv) Contractor shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

- (v) Contractor agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by SBOC. Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide insurance required in this Agreement.
- (vi) To the extent permitted by law, Contractor's insurance shall contain a waive rights to recover from SBOC or its insurance.
- (vii) Any required insurance that Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by SBOC's Risk Management Department and referenced in an addendum to this Agreement.

ARTICLE 11 - TIME OF ESSENCE

Time is of the essence concerning the performance of all terms and conditions of this Agreement.

ARTICLE 12 - STANDARD OF CARE

In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SBOC, Contractor will correct those Services not meeting such a standard.

ARTICLE 13 – INDEMNIFICATION

- (a) Contractor shall indemnify, defend, and hold harmless SBOC, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Contractor's tools and equipment used in connection with this Agreement, and (iii) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by contractor, subcontractor, agents, regardless if caused in part by SBOC. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from SBOC's sole gross negligence or intentional misconduct.
- (b) Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of SBOC's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes. Any indemnity or assumption of liability by SBOC hereunder shall be subject to SBOC's rights to sovereign immunity and any other limitations of liability provided SBOC pursuant to Florida law.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

SBOC and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither SBOC nor Contractor shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SBOC, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SBOC and Contractor.

ARTICLE 15 – GOVERNING LAW AND REMEDIES

- (a) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- (b) If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16 - CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify SBOC in writing by certified mail of all potential conflicts of interest for any

prospective business association, interest, or other circumstances which may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by SBOC as to whether the association, interest, or circumstance would, in the opinion of SBOC, constitute a conflict of interest if entered into by Contractor. SBOC agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of SBOC, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, SBOC shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to SBOC by Contractor under the terms of this Agreement. If SBOC, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of SBOC. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to Contractor's relationship and the relationship of its employees to SBOC shall be that of an independent contractor and not as employees or agents of SBOC. Contractor does not have the power or authority to bind SBOC in any promise, agreement, or representation.
- (b) Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

ARTICLE 18 – ARREARS

Contractor shall not pledge SBOC's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 19 – CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS

- (a) Contractor shall deliver to SBOC for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by Contractor for SBOC under this Agreement.
- (b) All SBOC written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by SBOC at its expense will be kept as Confidential Information by Contractor and will not be disclosed to any other party, directly or indirectly, without SBOC's prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed or purchased under this Agreement or at SBOC's expense shall be and remains SBOC's property and may be reproduced and reused at the discretion of SBOC. As requested, SBOC shall comply with the provisions of Chapter 119, Florida Statutes.
- (c) The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

ARTICLE 20 – PUBLIC RECORDS

- (a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 119.0701, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBOC CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P. O. BOX 271, ORLANDO, FL 32802.**
- (b) This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SBOC in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to SBOC, all public records in the possession

of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

- (c) A request to inspect or copy public records relating to SBOC's contract for services must be made directly to SBOC's Custodian of Public Records. If SBOC does not possess the requested records, SBOC's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to SBOC 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, Florida Statutes. If Contractor does not timely comply with SBOC's request for records, SBOC shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- (d) Should Contractor fail to provide the requested public records to SBOC within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.
- (e) Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to SBOC. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to SBOC, all public records in its possession or keep and maintain public records required by SBOC to perform the services. If Contractor transfers all public records to SBOC, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to SBOC pursuant to the requirements of this Article. All public records stored electronically must be provided to SBOC in a format that is compatible with the information technology systems of SBOC.

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. SBOC or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at SBOC's cost, upon five (5) days' written notice.

ARTICLE 23 – NONDISCRIMINATION

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

ARTICLE 24 – SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

ARTICLE 25 – AUTHORITY

Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 26 - COMPLIANCE WITH LAWS

Contractor agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable SBOC policies and OCPS regulations, rules, and guidelines in connection with the Services to be provided hereunder, including without limitation SBOC policy KCE, Lobbying and Ethics. SBOC agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.

ARTICLE 27 – SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - NAMES; TRADEMARKS

Contractor shall acquire no rights under the Agreement to, and shall not use, the name of SBOC or the name of "Orange County Public Schools" or "OCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBOC Marks") in any of Contractor's advertising, publicity, or promotion; to express or imply any endorsement by SBOC or Orange County Public Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBOC, except as expressly permitted herein. No advertisement, publication, or other use of SBOC Marks shall be published or otherwise promulgated by Contractor without SBOC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

ARTICLE 29 - PROTECTION AND HANDLING OF DATA

- (a) **Data Confidentiality** - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to SBOC or an individual identified with the data or information in Contractor's custody.
- (b) **Compliance with Laws and SBOC Policies and Procedures** - Contractor will not knowingly permit any Contractor's personnel to have access to any SBOC facility or any records or data of SBOC if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of SBOC.
- (c) **FERPA** - To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.
- (d) **HIPAA, CIPA, and GLBA** - Contractor also agrees to comply with all applicable state and federal laws, regulations, and SBOC policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- (e) **Data Security** – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, SBOC agrees to conform to the following measures to protect and secure data:
- (i) **Data Transmission.** Contractor agrees that any and all transmission or exchange of system application data with SBOC and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
 - (ii) **Data Storage and Backup.** Contractor agrees that any and all SBOC data will be stored, processed, and maintained solely on designated servers and that no SBOC data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SBOC officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the SBOC Chief Information Security Officer for any general or specific case.
 - (iii) Contractor agrees to store all SBOC backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
 - (iv) **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no SBOC data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an SBOC officer with designated data, security, or signature authority.
- (f) **End of Agreement Data Handling** - Contractor agrees that upon termination of this Agreement it shall return all data to SBOC in a useable electronic form, and erase, destroy, and render unreadable all SBOC data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of SBOC, whichever shall come first.

- (g) **Data Breach** - Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify SBOC immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend SBOC and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- (h) **Mandatory Disclosure of Protected Information** - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide SBOC with prompt written notice so that SBOC may seek an appropriate protective order or other remedy. If a remedy acceptable to SBOC is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- (i) **Remedies for Disclosure of Confidential Information** – Contractor and SBOC acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage SBOC in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give SBOC the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants SBOC the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- (j) **Safekeeping and Security** - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- (k) **Non-Disclosure** – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and SBOC.
- (l) **Request for Additional Protection** - From time to time, SBOC may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline SBOC's request.

ARTICLE 30 - NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

ARTICLE 31 - ENTIRETY OF AGREEMENT

SBOC and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto. In the event a conflict arises, the Parties shall discuss any such conflict and the priority of controlling documents shall be as follows: this Agreement, the solicitation, any addenda, and Contractor's response to the solicitation. Note that SBOC reserves the exclusive right to rectify any conflicts in its sole discretion.

ARTICLE 32 – CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

ARTICLE 33 – OTHER CONDITIONS

- (a) **Legal Authority** - It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- (b) **Terms and Conditions** - This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.
- (c) **License and Permits** - Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes.

Name & Title (Type or Print)

Date