

The School Board of Martin County, Florida

revised 1/05

PURCHASING DEPARTMENT

2845 SE Dixie Highway

Stuart, Florida 34997-5037

Phone: (772) 219-1255, Ex. #204

Fax: (772) 219-1267

e-mail: parkere@martin.k12.fl.us

Bids will be opened in the Purchasing Dept. at

2:00 P.M. on 5/28/08

**and may not be withdrawn within sixty (60) days after
such date and time.**

INVITATION TO BID

Bidder Acknowledgement

Bid Title: Driver's Education Program

Bid No.: #1006-0-2008/EDP

Date Bid Released: 5/11/05

Vendor Name:

Address:

City – State – Zip Code:

Telephone Number: ()

Toll Free Number: ()

Fax Number: ()

Terms: Bidder see 3. – General Conditions

F.E.I.N.: (S.S. #) _____

Certified or Cashier's Check is attached,
when required, in the amount of _____

e-mail: _____

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

Authorized Signature (Manual)

Authorized Signature (Typed or Printed) Title

GENERAL CONDITIONS

Bidders: To Insure acceptance of the bid follow these instructions

SEALED BIDS: One copy of all bid documents that have page numbers, and this executed Invitation to Bid form must be returned with the Bid in order for the Bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Bid documents.

Completed bid must be submitted sealed in an envelope with the bid number clearly visible on the outside. Bids must be time stamped in the Purchasing Department no later than 2:00 P.M. on date due. Faxed or e-mailed bids will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.

2. **NO BID:** If not submitting a bid, respond by returning one copy of the attached "Statement of No Bid" form and explain below the reason. Note: A bidder, to qualify as a respondent, must submit a "Statement of No Bid" and same must be received no later than the stated bid opening date and hour.

3. **PRICES QUOTED:** Deduct rate discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. **All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions)** Discounts for prompt payment: Award, if made will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items, Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount it is understood that a minimum of 30 days will be required for payment, and the discount line will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

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

- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instruction pertaining to suppliers and services. Failure to do so will be a bidder's risk.
- c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of their bid.) All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.
- e) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid.

4. EQUIVALENTS: If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. **Brand Names:** Catalog numbers manufacturer's' and brand names, when listed, are informal guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications as listed in the bid form.

5. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications, items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in all departments being advised not to do business with vendor.

6. SAMPLES: Samples of items, when required must be furnished free of expense. If not destroyed they will, upon request, be returned at the bidder's expense. Bidders will 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, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of Purchasing Department of the School Board of Martin County, Florida, 2845 SE Dixie Highway, Stuart, FL. 34997-5037.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), indicate number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

8. INTERPRETATIONS: Any questions concerning conditions and specifications should be submitted to the Department of Purchasing no later than three (3) working days prior to the bid opening.

9. AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received, to accept any item or group of items unless qualified by bidder, and to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

10. PUBLIC ENTITY CRIMES: The following statement informs you of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: " A person or affiliate who has been placed on the convicted vendor 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, for CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST."

11. BID OPENING: Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned unopened.

12. ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

13. INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

- 14. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
- 15. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Martin County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly, or indirectly, an interest of five per cent (5%) or more in the bidder's firm or any of its branches.
- 16. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 17. LEGAL REQUIREMENTS:** Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 18. PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and save harmless The School Board of Martin 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 un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Martin County, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 19. OSHA:** The bidder warrants that the product supplied to The School Board of Martin County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 20. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21. ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202 Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, religion, disability, national origin, sex or martial status.
- 22. QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.
- 23. LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of their bid.
- 24. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful 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 successful bidder.
- 25. DEFAULT:** In the event of default on a contract, the successful bidder shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price bid, times the quantity (or) \$50.00, whichever amount is larger in the event of default on a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any liquidated damages.
- 26. CANCELLATION:** In the event any of the provisions of this bid are violated by the Contractor, the Superintendent shall give written notice to the Contractor stating the deficiencies and unless deficiencies are corrected with ten (10) days, recommendation will be made to the School Board for immediate cancellation. The School board of Martin County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
- 27. BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the School Board of Martin County, Florida, Finance Department, 500 East Ocean Blvd., Stuart, FL 34994. Payment will be made within 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 28. NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE:** Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 3:30 P.M. Summer receiving hours, typically mid June to early August, are 7:30 AM to 4:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Stuart, Florida 34997.
- 29. SUBSTITUTIONS:** The School Board of Martin County, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the bidder's expense.
- 30. FACILITIES:** The Board reserves the right to inspect the bidder's facilities at any time without prior notice.
- 31. BID ABSTRACTS:** Bidder's desiring a copy of bid tabulation may view and download the tabulation at <http://www.demandstar.com>, (subscription required). Bidder may subscribe at the DemandStar site.

SPECIAL CONDITIONS

32. MONITORING OF CONTRACT

The awarded vendor will be responsible for verifying, through the appropriate school site staff, that the required services are provided and the number of students served.

33. BASIS OF AWARD

The basis of award will be overall lowest responsive, responsible bidder meeting specifications, based on the rates listed on the bid form, for rental/laundrying of uniforms. Quantities used are estimates only. The district reserves the right to use the most accurate quantity requirements available for purposes of determining the lowest responsive, responsible bidder.

34. QUALIFICATIONS

By signing the bid form, the bidder certifies that his company is in the viable business of Driver's Education Program Service and that the bidder has a minimum of three consecutive year's experience. The district reserves the right to require any additional documentation necessary to confirm the bidder's financial strength.

35. INFORMATION

Any questions by prospective bidders concerning this "Invitation to Bid" should be directed to **Ed Parker, Director of Purchasing, 2845 SE Dixie Highway, Stuart, Florida 34997, (772) 219-1255, Ext. 201**, who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. No employee of the School Board of Martin County is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

36. SEALED BIDS

One copy of the Bid must be completed and returned with all required submittals. The "Bidder Acknowledgement", (first page of the bid), Bid proposal Form(s) and any addition documents requiring signatures must be executed and submitted with this bid.

37. AWARD NOTIFICATION

The successful bidder, if any, will be notified within five (5) days after the bid is awarded by the Board. Bid tabulations with recommended awards will be posted for interested parties on the DemandStar web site and will be available for review at the location where the bids were opened.

38. TERM OF CONTRACT

The term of this contract shall be for three (3) years, with annual adjustments for deescalating or escalating per fuel price index conditioned upon receipt of satisfactory service ratings, with options to renew annually for a period of up to two (2) additional years.

Annual renewal acceptance will be based on the successful bidder agreeing to terms, conditions and maintaining firm prices for the forthcoming year no later than 45 days prior to the end of the contract and acceptance of same by the District. All prices shall remain firm for the duration of this contract.

39. IDENTICAL TIE BIDS

Please reference attached drug-free workplace programs statement.

40. INSURANCE: Please reference attached "Insurance Requirements".

41. AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES: All Bidders submitting a response to this Bid agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Bid; should the successful Bidder(s) deem it in the best interest of their business to do so.

The agreement resulting from this Bid in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this Bid.

42. **DISCLOSURES AND COMPLIANCE ASSURANCE REQUIRED BY LAWS, EXECUTIVE ORDERS, REGULATIONS AND POLICIES GOVERNING THIS PROCUREMENT OR PROGRAM**

DISCLOSURE OF FEDERAL PARTICIPATION

Section 8136 of the Department of Defense Appropriations Act (Stevens Amendment), enacted in October 1988, requires that, "when issuing statements, press releases for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state:

- (1) the percentage of the total cost of the program or project which will be financed with Federal money; and
- (2) the dollar amount of Federal funds for the project or program."

For this project, the percentage of Federal money is currently estimated to be 0%, or \$0. Service may, in the future, be funded in whole or in part by money received from State or Federal grants.

PATENTS COPYRIGHTS AND RIGHTS IN DATA

The awarded bidder/contractor must comply with all Federal State and Local, (awarding agency) requirements and regulations pertaining to: reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

ACCESS TO RECORDS

The awarded bidder/contractor must provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract/purchase for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records shall be for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CONTRACT WORK HOURS AND SAFETY STANDARDS

The awarded bidder/contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

CLEAN AIR ACT

The awarded bidder/contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

ENERGY POLICY AND CONSERVATION

The awarded bidder/contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HATCH ACT, POLITICAL ACTIVITIES OF EMPLOYEES

The Awarded bidder/contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and awarded bidder/contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Awarded bidder/contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

CANCELLATION, WITH CAUSE

If product, service or required assurance documentation does not comply with specifications, terms, and conditions as stated herein or fails to meet the District's performance standards, the awarded bidder/contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

GENERAL ASSURANCE

The Awarded bidder/contractor will comply with all applicable requirements of all other Federal, State, and Local laws, Executive Orders, regulations and policies governing this service.

END OF SPECIAL CONDITIONS

SCOPE OF WORK

The School District of Martin County, Florida is seeking bids from qualified businesses to provide driver education/traffic safety courses for Martin county School District students. Course must meet or exceed all requirements of Florida Department of Education course number 1900310, Driver Education/Traffic Safety – Class room and Laboratory. The original award will be for three (3) fiscal school years and with two (2) one-year renewals annually upon mutual written agreement between the district and awarded vendor(s)

The district estimates 270 students will enroll for the 2008/2009 school year. bidders must provide a rate structure that is based on the number of students served. Any minimum requirements or maximum capacity limitations must be clearly identified in the bid. The course must consist of a total of 60 hours of instruction. Each student must receive at least 6 hours of instruction behind the wheel. Bidders must demonstrate reasonable flexibility in scheduling behind the wheel training to allow students to make up drive time. The course must also include the "Traffic substance Abuse" course required by DOT for 1st time drivers.

All instructions will be scheduled after normal school hours. Behind the Wheel or parking lot training may be scheduled on Saturdays from 8:00am to 4:00 PM. The district is also willing to consider allowing instruction in district owned facilities and will, within reason, allow parking lot use on district grounds.

To be considered responsive, a bidder must be a licensed commercial driving school licensed under the provisions of chapter 488 Florida Statutes.

Submit a complete bid that satisfies all requirements stated in this bid document and be in a position to provide the proposed course to at least 80 students by the anticipated start date of August 2008.

Provide the appropriate types of equipment and instructional materials for teaching the course.

Provide background information indicating the businesses ability to fulfill its agreement with the Martin County School Board with regard to enrollment, program space and financial commitment. Information may include but need not be limited to; the number of employees, average years employed, equipment available to provide the service, years in business, annual sales, and any other information that will assist the evaluation the bid.

Specify the minimum and maximum number of students you are willing and able to serve.

Provide certification of training generally acceptable to the auto insurance industry.

Meet or exceed all of the course requirements of Florida Department of Education course number 1900310, Driver Education/Traffic Safety – Class room and Laboratory, as they may be revised or superseded from time to time.

SPECIFICATIONS

Florida Department of Education COURSE DESCRIPTIONS - GRADES 9-12, ADULT

Subject Area: Safety and Driver Education
Course Number: 1900310
Course Title: Driver Education/Traffic Safety Classroom and Laboratory
Credit: .5

- A. **Major concepts/content.** The purpose of this course is to introduce students to the highway transportation system and to strategies that will develop driving knowledge and skills related to today's and tomorrow's motorized society. It will also provide an in-depth study of the scope and nature of accident problems and their solutions.

The content should include, but not be limited to, the following:

- vehicle control and traffic procedure
- defensive strategies for driving
- natural laws and their application to driving
- energy efficient and safe enjoyable vehicle ownership
- physical and mental factors
- legal and moral obligations
- knowledge of motorcycle operations and interactions in the system
- planning for safe travel to include map studies
- the effects of alcohol and other drugs on driving performance

- B. **Special note.** This course includes laboratory activities.

- C. **Course Requirements.** After successfully completing this course, the student will:

1. Describe basic aspects of the Highway Transportation System (HTS) - its purpose, major elements, effectiveness, and the roles played by man in the system.
2. Describe and demonstrate basic control of the vehicle, including exterior and interior promotion checks, control of motion and direction, and basic maneuvers.
3. Describe, interpret, and react properly to signs, signals, and pavement markings.
4. Describe the need for identifying potential hazards in traffic, making predictions about possible occurrences, making wise decisions for action based on minimum risk, and demonstrate appropriate executions of these decisions (I.P.D.E.).
5. Describe and demonstrate the management of space requirements in all driving situations.
6. Describe and demonstrate the skills required to effectively control and take proper actions in emergency situations to avoid a collision or minimize the impact if unavoidable.
7. Describe needed measures for correcting or minimizing the effects of temporary or permanent physical defects or limitations.
8. Describe the legal and moral responsibilities at the scene of highway collisions.
9. Describe the effects of attitudes and emotions on driving decisions.
10. Describe the effects of alcohol and other drugs on driving.
11. Describe the importance of vehicle maintenance for safe and efficient operation.
12. Describe the requirements for compliance with the laws that apply to drivers as well as owners of motor vehicles.
13. Describe the principles and practices related to trip planning.
14. Describe the operation and interaction of motor driven cycles in the Highway Transportation System.
15. Describe and demonstrate specific decisions to be made when interacting with other users of the Highway Transportation System other than the automobile.
16. Describe the value and demonstrate the use of occupant vehicle restraints and other built-in safety features and devices.
17. Describe the need for actively supporting traffic law enforcement agencies and assisting in the improvement of highway safety programs.

BID SUMMARY SHEET

THE UNDERSIGNED BIDDER, having familiarized themselves with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied themselves of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **BID NO. 1006-0-2008/EDP** that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

Submit a Driver Training Agreement/Contract with price breakdown per student for each nine weeks.

REQUIRED SUBMITTALS

Brief history of their company and the names, addresses, phone numbers, and contact persons of at least three local businesses that currently utilize their firm's services.

- Is the Drug-Free Workplace Form attached? Yes_____ No_____
- Is the Jessica Lunsford Requirement attached? Yes_____ No_____
- Is Qualification of Bidders information included per Special Condition # 34? Yes_____ No_____
- Is signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Yes_____ No_____

Bidder understands that the District reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

Payment Terms: Net 30 days

Company Name: _____

Address: _____

Telephone: _____ Fax _____

E-mail address: _____

By (Signature): _____ **Date:** _____

Name (Printed): _____ Title: _____

BID PROPOSAL

DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that 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 work place no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S SIGNATURE

BID PROPOSAL

MARTIN COUNTY SCHOOL DISTRICT'S INSURANCE REQUIREMENTS

PROOF OF THE FOLLOWING INSURANCE WILL BE FURNISHED BY THE SUCCESSFUL BIDDER BY **CERTIFICATE OF INSURANCE**, WHICH NAMES MARTIN COUNTY SCHOOL BOARD AS ADDITIONAL INSURED (NOT CERTIFICATE HOLDER). SUCH CERTIFICATE MUST CONTAIN A PROVISION FOR NOTIFICATION OF THE BOARD TEN (10) DAYS IN ADVANCE OF ANY MATERIAL CHANGE OR CANCELLATION.

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$300,000
PERSONAL/ADVERTISING INJURY	\$300,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$300,000
GENERAL AGGREGATE	\$600,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$ 5,000 ANY 1 PERSON

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$300,000 PER PERSON/\$1,000,000 PER ACCIDENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.

THE SUCCESSFUL BIDDER AGREES, BY ACCEPTING THE AWARD OF THE BID, TO THE FOLLOWING **"HOLD HARMLESS AGREEMENT"**:

DURING THE TERM OF THIS BID THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, REASONABLE INVESTIGATIVE AND DISCOVERY COSTS, COURT COSTS, AND ALL OTHER SUMS WHICH THE BOARD, ITS AGENTS, SERVANTS, AND EMPLOYEES MAY PAY OR BECOME OBLIGATED TO PAY ON ACCOUNT OF ANY, ALL AND EVERY CLAIM OR ACTION FOUNDED THEREON, ARISING OR ALLEGED TO HAVE ARISEN OUT OF THE PRODUCTS, GOODS OR SERVICES FURNISHED BY THE VENDOR, THEIR AGENTS, SERVANTS, EMPLOYEES OR ANY OF THEIR EQUIPMENT WHEN SUCH PERSON OR EQUIPMENT ARE ON THE PREMISES OWNED OR CONTROLLED BY THE BOARD FOR THE PURPOSE OF PERFORMING SERVICES, DELIVERING PRODUCTS OR GOODS, INSTALLING EQUIPMENT OR OTHERWISE TRANSACTING BUSINESS, WHETHER SUCH CLAIMS BE FOR DAMAGES, INJURY TO PERSON OR PROPERTY, INCLUDING THE BOARD'S PROPERTY, OR DEATH, OF ANY PERSON, GROUP OR ORGANIZATION, WHETHER EMPLOYED BY THE VENDOR OF THE BOARD OTHERWISE.

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

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

Instructions for Certification

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

CERTIFICATION, Form AD-1048 [1/92]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT

PROJECT/AWARD # AND/OR PROJECT NAME
Driver's Education Program, Bid #1006-0-2008/EDP

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

**Agreement Between Owner and Contractor for ET Emergency Generator Project
MCSB ITB 1006-0-2008/EDP**

**School Board of Martin County, FL.
Jessica Lunsford Requirements**

If **Contractor** will have any employees on any school site on school days when students may be present, **Contractor** will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of **Contractor** and all of its employees who provide services under this contract. **Contractor** shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the **Contractor** providing any services. **Contractor** will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to **Contractor** and its employees. **Contractor** will provide District a list of its employees. **Contractor** will update these lists in the event that any new employees are added and **Contractor** agrees that new employees shall be fingerprinted. **Contractor** agrees that in the event any employee is convicted of a criminal offense, the **Contractor** will notify the District within forty-eight (48) hours.

The parties agree in the event that **Contractor** fails to perform any of the duties described in the above paragraph; this will constitute a breach of the contract entitling the District to terminate this contract. **Contractor** agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from **Contractor** failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

Date: _____

Company

President's Name

President's Signature

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of Martin County, 2845 SE Dixie Hwy, Stuart, FL 34997.** (Please print or type, except signature)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

(9 Digit Please)

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. **1006-0-2008/EDP**

For DRIVER'S EDUCATION PROGRAM because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____

DATE: _____