



REQUEST FOR PROPOSALS

School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: October 31, 2016
RFP No.: R167278RC
RFP Title: **Vehicle Service and Parts**
Contact: RichardAC@LeeSchools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00 p.m. local time on November 22, 2016** and plainly marked RFP No. R167278RC. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|---|--|
| <input type="checkbox"/> Proposal Response Form (Attachment A) | <input type="checkbox"/> One (1) manually signed proposal, eight (8) copies, and an electronic version on CD/DVD or flash drive. |
| <input type="checkbox"/> Reference Form (Attachment B) | <input type="checkbox"/> An electronic copy of Attachment A (Proposal Response Sheet |
| <input type="checkbox"/> Insurance Requirements Form (Attachment C) | <input type="checkbox"/> Description of Firms business history and named Account Manager (per page 13) |
| <input type="checkbox"/> Current Certificate of Insurance as required herein | <input type="checkbox"/> ASE Certifications (Specifications Section E and G) |
| <input type="checkbox"/> Addenda Acknowledgement Form (Attachment D) and copies of each addendum issued, if any | <input type="checkbox"/> DOE Certifications (Specifications Section G) |
| <input type="checkbox"/> Debarment Form (Attachment E) | <input type="checkbox"/> Safety and Litigation Statement (Specifications Section E and Section G) |
| <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F) | <input type="checkbox"/> Electronic copy, hard copy or Website address of Manufactures Suggested Retail Price list (MSRP) with password per section proposed (Section A through Section G) |
| <input type="checkbox"/> Public Entities Crime Form (Attachment G) <u>must be notarized</u> | <input type="checkbox"/> <u>*Warranty Policy(s) for each and every item proposed in section proposed Section A through Section G</u> |
| <input type="checkbox"/> Scrutinized Company Certification Form (Attachment H) | |
| <input type="checkbox"/> Sealed Proposal Label (Attachment I) | |
| <input type="checkbox"/> Copy of Proposer's business license, or copy of SunBiz webpage | |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Signature of Owner or Authorized Officer/Agent: _____

(Proposal must be signed by an officer or employee having authority to legally bind the proposer)

Anti-Collusion Statement/Public Domain: I, the proposer, have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input checked="" type="checkbox"/> Could not meet bonding requirements | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Keep our company on the bid list for future bids |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version of the proposal on CD/DVD or flash drive identical to the original in PDF format; and one electronic version of Attachment A in WORD or Excel format. Additional proposal submittal requirements may be defined in the detailed specifications herein and supersede the general conditions. Unless otherwise specified, Proposers must use the form(s) furnished by The District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Request for Proposals (RFP), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this RFP.
 - c) "Vendor" shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFP due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
 - b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFP.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be

promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.

12. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this RFP shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this RFP (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. At the request of the District and upon written agreement by both parties, the original or a renewal term may be extended for up to 180 days. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this RFP. All inquiries must be written and directed to the Department of Procurement Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
 - b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this

proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by The District.

17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
 - b) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://www.leeschools.net/procurement>.
 - c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this RFP, any addenda to this RFP, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
 - b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the vendor's control
 - b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, vendor may propose a substitute product to the District. The vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.
24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.
- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
 - a) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
 - b) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
 - c) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

- d) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- e) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- f) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- g) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- h) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- i) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- j) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- k) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- l) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
- m) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- n) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- o) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- p) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 3. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 5. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful proposers. After acceptance of a proposal, the District will notify

the successful proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

27. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
28. **Cancellation/Termination: In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:**
- a) Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Vendor has been engaging in business operations in Cuba or Syria.
29. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
30. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
31. **Indemnity: This General Condition of the RFP is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this

contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.

32. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
33. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
34. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
35. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
36. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
37. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
38. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. . The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
39. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School

District of Lee County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**

- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
40. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
41. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
42. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.
43. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
2. Keep and maintain public records required by the District to perform the service.
 3. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
 5. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records
- upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District
44. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.
 - c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
 - d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
45. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the School District of Lee County Board Policy 5.04, Fingerprinting and Background screening, sections 4

and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: Prior to the start of work on any District site, all construction Vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty Vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception as defined in §1012.468, Florida Statutes. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.

(b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the Vendor to follow the requirements of this policy.

Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: <http://www.leeschools.net/vendor-fingerprinting-faq>.

Vendors who will never be present on a school district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for Vendors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

PUBLIC NOTICE

RFP # R167278RC
VEHICLE SERVICE AND PARTS
November 22, 2016 at 2:00 PM local time

Sealed proposals for **VEHICLE SERVICE AND PARTS** will be received from eligible proposers at the School District of Lee County (hereinafter "The District"), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **November 22, 2016 at 2:00 PM local time**. Project scope is The District intends to purchase VEHICLE SERVICE AND PARTS for the Districts buses and light and medium duty vehicles. Parts pricing will be based on fixed firm discount off MSRP, fixed pricing where noted and firm labor rates for service. There are seven (7) different categories which proposers may submit a proposal:

- A. New Alternators & Starters.
- B. Relined Brake Parts.
- C. Automotive & Equipment Filters Catalog Discount.
- D. OEM Bus Parts & Accessories Catalog Discount.
- E. Transmissions – Remanufactured.
- F. Fleet Vehicle Parts & After Market Parts Catalog Discount.
- G. Repair Service Light of Duty, Medium Duty & Bus and Parts.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Richard Cowie at RichardAC@LeeSchools.net and provide the responding proposer name, primary point of contact for this RFP, phone number, and e-mail address.

All proposals submitted shall be on Attachment A, Proposals Response Form included in the specifications, a copy of which may be reviewed or obtained at the Department of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>.

Questions: Questions regarding specifications or intended work shall be submitted in writing to The Department of Procurement Services, Richard Cowie at RichardAC@LeeSchools.net. Questions are due no later than **November 11, 2016 at 2:00 PM**.

The District does not discriminate based on age, race, color, gender, religion, national origin, disability or marital status.

The School District of Lee County
Department of Procurement Services
2855 Colonial Blvd
Fort Myers, FL 33966-1012

BY: /s/ Richard Cowie
Richard Cowie
Procurement Agent

Publicly posted on the School District of Lee County website www.LeeSchools.net/procurement October 31, 2016.

DETAILED SPECIFICATIONS
VEHICLE SERVICE AND PARTS
RFP No. R167278RC

1. **Overview:** The District intends to purchase VEHICLE SERVICE AND PARTS for the Districts buses and light and medium duty vehicles. There are seven (7) different categories which proposers may submit a proposal:
- A. New Alternators & Starters;
 - B. Relined Brake Parts;
 - C. Automotive & Equipment Filters Catalog Discount;
 - D. OEM Bus Parts & Accessories Catalog Discount;
 - E. Transmissions – Remanufactured;
 - F. Fleet Vehicle Parts & After Market Parts Catalog Discount; and
 - G. Repair Service of Light Duty, Medium Duty and Buses & Parts.

The District’s fleet consists of 950 school buses, 400 vans, pickup trucks, cars and several other types of road-type motor vehicles. All are 1997 through current year models and include but are not limited to: Dodge, Ford, GM, Thomas Built, Bluebird and International Bus.

Proposers are encouraged to submit a proposal for as many categories as their qualifications permit (one, more than one, or all categories). The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

The District anticipates awarding multiple contracts to multiple Proposers, at the District’s sole discretion, for a period of performance of three (3) years plus options for three (3) additional one (1) year periods for a not to exceed period of six (6) years. Post award, orders will be placed to awarded Proposers at the discretion of the District.

Delivery locations are as follows:

Transportation Central 3234 Canal Street Fort Myers, FL 33916	Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation West 450 N.W. 14 th Avenue Cape Coral, FL 33909
Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912	

All proposals submitted shall be on the Proposal Response Form included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from the Lee County School District, Procurement Services’ website at: <http://www.leeschools.net/procurement>.

2. **Qualifications:** Following are qualifications for Proposers:
- a. Proposers must be currently registered to conduct business in the State of Florida. Submit with the proposal a copy of Proposer’s business license, or copy of SunBiz webpage illustrating compliance with this criteria, or a copy of a Florida county business license or tax receipt.
 - b. Proposers must agree to comply with Category Specific Proposal Requirements stated herein including:
 - i. Remanufactured Transmissions:
 - Technicians must be ASE Certified Technicians;
 - ii. Proposers supporting Repair Service of Light Duty, Medium Duty and Buses & Parts
 - Technicians must be ASE Certified Technicians
 - Technicians must be Department of Education (DOE) certified and:
 - Proposers must meet the requirements of Rule 6A-3.0171(8)(d), FAC, requiring technicians who perform school bus inspections to be certified as School Bus Inspectors. Certification shall be in effect until the end of the fifth calendar year from the certification date stated on the certificate or certification letter, and person(s) must re-certify every five (5) years thereafter to maintain certification (see Re-certification Program for details).

3. **Questions About the RFP:** Any questions concerning the Request for Proposal must be directed in writing to:

The School District of Lee County
Department of Procurement Services
Richard Cowie, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail RichardAC@LeeSchools.net

All questions must be received no later than **November 11, 2016 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <http://www.leeschools.net/procurement>. Proposer must be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The proposer agrees to this condition by signing its proposal.
5. **Orders:** All orders will be placed directly to the Vendor by the District's Transportation Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. All orders are to be placed directly with the awarded vendor(s). Orders may also be placed by direct contact with the awarded vendor's agent in such a manner that is mutually agreed upon between both parties. No minimum quantity restrictions shall apply to any District location.
6. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this contract. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
7. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by the District in advance, and upon completion of successful price negotiations between the District and the Vendor(s).
8. **ESTIMATED TIMELINE:**

October 31, 2016	Release of RFP No. R167278RC
November 11, 2016	Written questions due in the Department of Procurement Services by 2:00 PM, local time
November 22, 2016	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
November/ December 2016	Evaluation Committee reviews proposals for short-list
December 2016	Optional interviews, schedule at the District's discretion
January 2017	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

9. **Proposal Submittal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in your proposal. All responses to the RFP must be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections must be tabbed to correspond to the headings listed in this section. Contents must be in conformance with requested criteria utilizing the proposer's phrasing to complete the requested listing. Include one (1) original, manually signed proposal and eight (8) paper copies; one paper or electronic copy of each proposed manufacturer's catalog; and an electronic version on CD/DVD or flash drive identical to the original, of Attachment A, Pricing. The electronic version of Attachment A shall be identical to the original paper form and shall be in a usable Word or Excel format (e.g. with no locked cells; Adobe PDF is not acceptable). **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**
- a. **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
 - b. **Table of Contents:** Include a clear identification of the proposal material by section and by page number.
 - c. **Letter of Transmittal:** Proposer must include the following information in the letter of transmittal:
 1. Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers.
 2. A copy of Proposer's business license, or copy of SunBiz webpage illustrating currently licensed in Florida, or a copy of a Florida county business license or tax receipt.
 3. Copies of DOE and ASE certifications for employee technicians.
 4. A warranty statement for each category proposed.
 5. An electronic or paper copy or website address of each MSRP price list.
 6. A statement of bankruptcy filings in the past ten (10) years.
 7. Safety and litigation record. Provide a statement of any litigation or regulatory action that has been filed against the Proposer, and/or any affiliates, in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect.
 8. Indicate any and all variances from the RFP specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the RFP.
 - d. **Required Submittal Checklist:** Proposer must complete and submit the Required Submittal Checklist coversheet, page 1 of the RFP, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
 - e. **Experience and Qualifications:** Describe the Proposer's operational capabilities such as:
 - i. Length of time in business;
 - ii. Annual sales volume for each of the past five (5) years;
 - iii. Access to SKUs;
 - iv. Dollar value of inventory on hand;
 - v. Availability of non-stock items;
 - vi. Commitment to delivery schedules;
 - vii. Stocking locations within the State of Florida;
 - viii. Certifications of employee technicians who are DOE or ASE certified;
 - ix. Volume and type of services provided to clients similar in scope to those requested in the RFP;
 - x. Other measures that indicate the reliability, experience.
 - f. **Account Manager:** – The District requires Proposers to designate their primary point of contact who will manage the District account. This designated Account Manager must be readily available during normal business hours by phone or in person, knowledgeable of the terms, conditions and procedures involved, and respond to messages within 24 hours. A description of the Account Manager's experience, length of time with the Proposer's firm, and skills must be included with the proposal.

- g. **Attachment A – Proposal Response Form (Pricing):** Pricing shall include all materials and equipment required to perform the services according to specifications. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer’s response shall be inclusive of all labor. Normal business hours are 6:00 a.m. to 6:00 p.m. Monday through Friday. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.
- h. **Attachment B – Reference Form:** A minimum of three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer’s clients. References from the School District of Lee County are acceptable. **Proposer’s clients shall email the completed Reference Form to RichardAC@leeschools.net, and references shall be received from the Proposers client’s email address.** Each reference shall be eligible to earn up to 5 points, with a maximum of 15 points (five points each for three responsive references). Missing references will receive a score of zero. Proposers may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.
- i. **Attachment C - Insurance Requirements Form:** Proposer shall respond to the District insurance requirements.
- j. **Attachment D - Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your proposal to be considered.
- k. **Attachment E – Debarment Form:** Proposers shall complete the certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions, certifying they have not been debarred or suspended, and confirming they will notify the District should they become disbarred or suspended.
- l. **Attachment F – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug Free Workplace Form must be signed and returned.
- m. **Attachment G – Public Entity Crime Form:** Proposer shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**
- n. **Attachment H – Scrutinized Company Certification Form:** Proposer shall complete for with all required information and all signatures as specified.
- o. **Attachment I – Proposal Mailing Label:** Proposer shall complete a sealed bid label and adhere it to the sealed proposal.

10. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA PER CATEGORY	MAXIMUM POINTS
Discount / Price	45
Experience, Qualifications, Certifications	40
References	15
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select respondents from a “short list” in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

EVALUATION CRITERIA CATEGORY	MAXIMUM POINTS
Best and Final Offer (if applicable)	30
Account Management	40
Best Value to the District	30
TOTAL POSSIBLE POINTS	100

CATEGORY SPECIFIC REQUIREMENTS

A - New Alternators & Starters

1. **SCOPE:** The purpose and intent of this section of the RFP is to secure a fixed firm percentage discount off Manufacturers Suggested Retail Price (MSRP) for new alternators and starters for the District's Transportation Services Department with an option to install the parts.
2. **DELIVERY REQUIREMENTS:** Prices proposed shall be inclusive of all costs including shipping/handling and delivery. Deliveries are to be F.O.B. destination, inside delivered and are to be placed in designated areas as specified by supervisors and/or designees to the locations specified in Exhibit 1, District Transportation Locations.
 - a. All products shall be delivered within three (3) to five (5) working days from the request/order for delivery.
 - b. The bill of lading shall include the date of delivery, delivery ticket number, products delivered, a signature of an authorized agent of the District witnessing delivery. A separate invoice must be submitted for each delivery.
 - c. Personnel and/or equipment will not be supplied to handle or unload any items being received by the District. Delivery shall be made within the hours of 6:30 a.m. and 4:00 p.m. weekdays excluding holidays observed by the District, or as otherwise directed/approved by an authorized representative of the District. Vendor shall pick-up exchange cores when delivering new units.
 - d. In the event any product part under this RFP that is covered by warranty has to be sent back to the manufacturer for repairs, freight charges both ways shall be the responsibility of the Vendor
 - e. In the event the Vendor cannot provide needed parts within the above time frames or in the event of an emergency condition, the District reserves the right to purchase the items from a competing supplier without breaching this contract.
3. **VENDORS QUALIFICATIONS:** Only those manufacturers' products meeting or exceeding O.E.M. specifications for new alternators and starters will be acceptable for proposal consideration. Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.
4. **PRICING:** The proposer shall provide a firm fixed discount off MSRP for new alternators and starters. Options for pricing shall be based on both a three (3) and five (5) year warranty. New alternators and starters are defined as meeting O.E.M. specifications for, but not limited to: Leece Neville and Delco-Remy and pricing will be firm and discounts off balance of line will be applied to the MSRP on proposer's web-site or in parts catalogs provided by each vendor. A failure rate above 5% shall be considered unacceptable. Proposals will be accepted from established vendors who manufacture or represent manufacturers of new alternators and starters as standard part of their product line.

Proposers shall submit manufacture's web-site address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District; which includes the manufactures part numbers and MSRP list of the manufactures listed.
5. **SPECIFICATIONS - ALTERNATORS & STARTERS:** New alternators and starters to O.E.M. specifications by or for Caterpillar, Chrysler Corporation (Mopar & Nippondenso), Ford Motor Company (Motorcraft), General Motors Corporation (Delco-Remy-American), Navistar/International. White/GMC and Leece-Neville/Prestolite/Motorola are acceptable. Each part furnished under these specifications shall be labeled with the manufacturer's name or trademark, the part number and description. All alternators and starters shall be packaged in suitable cardboard boxes and be clearly labeled with the manufacturer and part number.
6. **WARRANTY:** All proposers must state warranty policy on items purchased under this contract. Specific requirements are a part of these specifications, evaluation and award of this proposal will consider price in addition to warranty policy. Provide quotes for new products with both three (3) and five (5) year warranty options. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. **Proposers shall submit their warranty policy with their proposal.**

B - Relined Brake Parts

1. **SCOPE:** The purpose and intent of this section of the RFP is to secure fixed firm discount off Manufacturers Suggested Retail Price (MSRP) for the purchase of manufacturer's relined brake parts on an as needed basis, with an option to install the parts.
2. **DELIVERY REQUIREMENTS:** Prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified herein.
 - a. Vendor shall provide next day delivery of routine stock order from receipt of order.
 - b. Vendor shall deliver orders in two hours or less in emergencies.
 - c. All products shall be delivered within three (3) to five (5) working days from the request/order for delivery.
 - d. The bill of lading shall include the date of delivery, delivery ticket number, products delivered, a signature of an authorized agent of the District witnessing delivery. A separate invoice must be submitted for each delivery.
 - e. Personnel and/or equipment will not be supplied to handle or unload any items being received by the District. Delivery shall be made within the hours of 6:30 a.m. and 4:00 p.m. weekdays excluding holidays observed by the District, or as otherwise directed/approved by an authorized representative of the District. Vendor shall pick-up exchange cores when delivering new units.
 - f. In the event any product part under this RFP that is covered by warranty has to be sent back to the manufacture for repairs, freight charges both ways shall be the responsibility of the vendor.
 - g. In the event the Vendor cannot provide needed parts within the above time frames or in the event of an emergency condition, the District reserves the right to purchase the items from a competing supplier without breaching this contract.
3. **VENDORS QUALIFICATIONS:** Proposals will be considered only from vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to The District.
4. **PRICING:** Each Proposer shall submit a fixed percentage discount off MSRP for Relined Brake Parts from its current effective manufacturer web-site or catalog price list. MSRP price changes shall be communicated to the District with updated MSRP lists prior to any price increases charged to the District. The percentage discount shall remain firm, or better, throughout the term of this contract and subsequent renewals. All prices shall be F.O.B. Destination unless otherwise noted. Allowable purchases also include "Special Offers" by any vendor, if offered at less than discounted catalog prices. Proposers shall submit manufacturer's web-site address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District; which includes the manufacturer's part numbers and MSRP list of the manufactures listed.
5. **PRODUCT:** **Only relined brakes manufactured to OEM specifications will be accepted. No in-house relined brake shoes will be accepted.** Items awarded must be delivered as specified and may not be substituted, replaced or modified during the contract period without prior written approval from the Procurement Services Director or designated representative. Any substitutions delivered without prior approval will be refused. Refused items shall be promptly removed by the vendor at the vendor's cost. Only those items meeting or exceeding O.E.M. specifications will be acceptable for consideration. All items must be accompanied by a Material Safety Data Sheet.
6. **AIR BRAKE PARTS:** Proposer must be a stocking dealer and shall be required to provide all related air brake parts such as: S-cams, slack adjusters, air valves, hardware kits, air drier parts, brake drums, brake rotors, brake shoes new, brake shoes relined, Q+ brake parts and brake shoes new and/or relined for all makes and models in the fleet. All proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
7. **TRAINING:** Vendor shall provide on-site training of air brake systems at least once per year for District mechanics, at no charge to the District.
8. **WARRANTY:** All proposers must state warranty policy on items purchased under this contract. Evaluation and award of this proposal will consider price in addition to guarantee/warranty policy. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. **Proposers shall submit their warranty policy with their proposal.**

C - Automotive & Equipment Filters Catalog Discount

1. **SCOPE:** The purpose and intent of this section of the RFP is to secure firm fixed discount of Manufacturers Suggested Retail Price (MSRP) and establish a term contract for automotive and equipment filters for District on an as needed basis.
2. **DELIVERY REQUIREMENTS:** Prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified herein.
 - a. Vendor shall provide next day delivery of routine stock order from receipt of order.
 - b. Deliver shall be made between the hours of 6:30 a.m. and 4:00 p.m. weekdays excluding holidays observed by the District, or as otherwise directed/approved by an authorized representative of the District. Vendor shall pick-up exchange cores when delivering new units.
 - c. In the event any product part under this RFP that is covered by warranty has to be sent back to the manufacturer for repairs, freight charges both ways shall be the responsibility of the vendor.
 - d. In the event the Vendor cannot provide needed parts within the above time frames or in the event of an emergency condition, the District reserves the right to purchase the items from a competing supplier without breaching this contract.
3. **PRICING:** Each proposer shall submit a fixed percentage discount off MSRP for Automotive & Equipment Filters from its current effective manufacturer web-site or catalog price list. MSRP price changes shall be communicated to the District with updated MSRP lists prior to any price increases charged to the District. The percentage discount shall remain firm throughout the term of this contract and subsequent renewals. All prices shall be F.O.B. Destination unless otherwise noted. Allowable purchases also include "Special Offers" by any vendor, if offered at less than discounted catalog prices.

Proposers shall submit manufacturer's web-site address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District; which includes the manufacturer's part numbers and MSRP list of the manufacturers listed.

4. **CATALOGS TO LOCATIONS:** After award, if manufacturer web-site pricing is not available, successful proposers shall furnish at least one (1) of the same catalog(s) and/or jump drive(s) as presented with the proposal to the offices of Procurement and all Transportation locations within the District. Catalog dispersal is a responsibility of the awarded Proposer, not the District. As new catalogs are published the successful vendor(s) shall furnish new catalogs to the offices of Procurement and all Transportation locations in the District. Prior to the release of new catalogs awarded proposers must contact the Procurement Department to obtain a current list of locations and contacts.
5. **ELECTRONIC CATALOGS OR HARD COPY CATALOGS:** If an electronic version of your catalog is available online, the District may wish to use the electronic version if prices can be configured with the discount already taken. If electronic version is not available, then proposers must submit one (1) copy of all catalogs and/or jump drives to be used under this contract with their proposal submittal.
6. **WARRANTY:** All proposers must state warranty policy on items purchased under this contract. Evaluation and award of this proposal will consider price in addition to guarantee/warranty policy. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. **Proposers shall submit their warranty policy with their proposal.**

D - OEM Bus Parts & Accessories Catalog Discount

1. **SCOPE:** The intent of this section of the RFP is to purchase Original Equipment Manufacturer (OEM) Bus Parts & Accessories on an as needed basis. **Any part delivered not meeting OEM specifications will be returned at the Vendor's expense.** Proposals are requested for new parts meeting OEM specifications and accessories unless specified otherwise. Proposals must include a manufacturer's web-site with Manufacturers Suggested Retail Price (MSRP) pricing or one (1) copy of the applicable current manufacturer's parts and accessories price schedule/list in order to formulate a price comparison tabulation. The MSRP fixed percentage discount offered shall apply to all items, categories or pages. Any excluded items or pages must be clearly stated on your proposal submittal form. If no exclusions are stated, the District will use MSRP fixed percentage discount on all items listed in the catalog or on the internet. Proposer(s) submitting MSRP fixed percentage discount off internet pricing must indicate the web address where pricing may be found and associated user name and password. Proposer(s) submitting MSRP fixed percentage discount on current published catalog pricing, must submit catalog(s) with proposal. Catalog(s) shall be clearly labeled with Company name, Discount(s) offered, exceptions or exclusions, account representative name and contact information.
2. **DELIVERY:** Prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified herein.
 - a. Vendor shall provide next day delivery of routine stock order from receipt of order.
 - b. Non routine products shall be delivered within three (3) to five (5) working days from the request/order for delivery.
 - c. The bill of lading shall include the date of delivery, delivery ticket number, products delivered, a signature of an authorized agent of the District witnessing delivery. A separate invoice must be submitted for each delivery.
 - d. Personnel and/or equipment will not be supplied to handle or unload any items being received by the District. Delivery shall be made within the hours of 6:30 a.m. and 4:00 p.m. weekdays excluding holidays observed by the District, or as otherwise directed/approved by an authorized representative of the District. Vendor shall pick-up exchange cores when delivering new units.
 - e. In the event any product part under this RFP that is covered by warranty has to be sent back to the manufacturer for repairs, freight charges both ways shall be the responsibility of the vendor.
 - f. In the event the Vendor cannot provide needed parts within the above time frames or in the event of an emergency condition, the District reserves the right to purchase the items from a competing supplier without breaching this contract.
3. **VENDOR QUALIFICATIONS:** Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District. **Only OEM equivalent parts will be accepted. Any part delivered not meeting OEM specifications will be returned at the Vendor's expense.**
4. **PRICING:** Each Vendor's shall submit a fixed percentage discount off MSRP for OEM Bus Parts & Accessories from its current effective manufacturer web-site or catalog price list. MSRP price changes shall be communicated to the District with updated MSRP lists prior to any price increases charged to the District. The percentage discount shall remain firm, or better, throughout the term of this contract and subsequent renewals. All prices shall be F.O.B. Destination unless otherwise noted. Allowable purchases also include "Special Offers" by any vendor, if offered at less than discounted catalog prices.

Proposers shall submit manufacturer's web-site address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District; which includes the manufacturer's part numbers and MSRP list of the manufacturers listed.
5. **CATALOGS TO LOCATIONS:** After award, if manufacturer web-site pricing is not available, successful proposers shall furnish at least one (1) of the same catalog(s) and/or jump drive(s) as presented with the proposal to the offices of Purchasing and all Transportation locations within the District. Catalog dispersal is a responsibility of the awarded Proposer, not the District. As new catalogs are published the successful vendor(s) shall furnish new catalogs to the offices of Procurement and all Transportation locations in the District. Prior to the release of new catalogs awarded proposers must contact the Purchasing Department to obtain a current list of locations and contacts.
6. **ELECTRONIC CATALOGS OR HARD COPY CATALOGS:** If an electronic version of your catalog is available online, the District may wish to use the electronic version if prices can be configured with the discount already taken. If electronic version is

not available, then all proposers must submit one (1) copy of all catalogs and/or jump drives to be used under this contract with their proposal submittal.

7. **TRAINING**: The successful proposer(s) must offer training and support as needed to the offices at Transportation. Training may include but not be limited to company introduction, setting up new users, and review of catalog proposal discounts.
8. **WARRANTY**: All proposers must state warranty policy on items purchased under this contract. Evaluation and award of this proposal will consider price in addition to guarantee/warranty policy. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. **Proposers shall submit their warranty policy with their proposal**

E - Transmissions – Remanufactured

1. **SCOPE:** The purpose and intent of this section of the RFP is to secure firm prices and establish a term contract for Remanufactured Transmissions with the option to install products for the Districts Transportation Services Department on an as needed basis. Installation may be at the District site or at the Proposer's location. The exchanged remanufactured transmissions must meet or exceed OEM factory specifications. Vendor must have a means to unload and load transmissions without assistance from District employees. The following Allison model numbers are representative of but not limited to the transmissions in use by the District: AT-545, model 1000, model 2000, model 2500 PTS and model 3000 PTS.
2. **DELIVERY REQUIREMENTS:** Parts prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified herein.

Products shall be delivered and/or installed within three (3) to five (5) working days from receipt of order, and defective units must be picked-up at time of delivery of replacement unit. In the event the Vendor cannot provide service within the time frame, or in the event of an emergency condition, the District reserves the right to purchase products from a competing supplier without breaching this contract. Vendor must have a means to unload and load transmissions without assistance from District employees. In the event any warranted remanufactured transmission has to be returned to the awarded Vendor for repairs, all freight charges shall be the responsibility of the Vendor.

3. **VENDOR QUALIFICATIONS:** **Proposers must have the ability to supply Allison certified remanufactured transmissions. Certified documentation with each remanufactured transmission is mandatory.** The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to The District.
4. **SERVICE/ INSTALLATION REQUIREMENTS:** Service/ Installation prices shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Services shall be performed within three (3) preferred to five (5) working days from receipt of order. If services are performed at a District location, Vendor shall provide their own tools and equipment to complete the installation. No District equipment will be available for Vendor use. Any defective unit must be picked-up at time of delivery or service with replacement unit. In the event the Vendor cannot provide service within the time frame, or in the event of an emergency condition, the District reserves the right to purchase services from a competing supplier without breaching this contract. Vendor must have the means to unload and load transmissions without assistance from District employees. In the event any warranted remanufactured transmission has to be returned to the awarded Vendor for repairs, all freight charges shall be the responsibility of the Vendor.
5. **CERTIFICATIONS:** Technicians servicing District vehicles shall be currently ASE certified on the repairs performed. Proof of certification is required with the proposal and at any time requested throughout the contract term.
6. **GUARANTEE/WARRANTY:** **Warranty shall be an unconditional two (2) years or more, unlimited mileage from installation date.** Proposers must submit their guarantee/warranty policy with their proposal. During the guarantee or warranty period, the Vendor must have the means and ability to repair and/or replace, at any of the District's compound sites, any unit found to be defective by the District, without cost to the District. Any vehicle towing costs as a result in failure of part or workmanship will be the responsibility of the Vendor. This shall require the Vendor to remove the defective unit from, and install a replacement unit in the vehicle at any District site. Replacements shall carry the same guarantee or warranty as the original equipment. Vendor shall make any such repairs and/or replacements within three (3) working days' notice.

Delivered products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within three (3) days from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product may result in immediate termination of this contract.

7. **SAFETY AND LITIGATION RECORD:** The District requires Proposers to submit their safety and litigation record.
8. **TECHNICAL SPECIFICATIONS:**
 1. Remanufactured to factory specifications.
 2. Each transmission must come equipped with a new torque converter that meets or exceeds Allison specifications.

3. Functional testing shall be performed using an Allison approved valve body machine and governor test stand. Exempt are models not requiring a stand.
4. Must have an operational check performed using a transmission dynamometer. Certification of testing must be attached to each rebuilt exchange transmission.
5. Must have an identification plate with the part number and serial number.
6. Must be freshly painted, have all openings plugged or capped.
7. Must be warranted against defects in materials and workmanship for a **minimum** of two years (2) year from the date of installation and must include all parts, fluids, and labor, with no mileage limitations and no prorating.
8. Exchange transmission units must be delivered within three (3) to five (5) working days of being ordered and core must be picked up at time of delivery

F - Fleet Vehicle Parts and After Market Parts Catalog Discount

1. **SCOPE:** The purpose and intent of this section of the RFP is to establish a term contract for fixed firm catalog discounts off Manufactures Suggested Retail Price (MSRP) for the purchase of vehicle parts for the District on an as needed basis.
2. **DELIVERY REQUIREMENTS:** Prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination, inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified in Exhibit 1, School District of Lee County Delivery Locations.
 - a. Vendor shall provide next day delivery of routine stock order from receipt of order.
 - b. Vendor shall deliver orders in two hours or less in emergencies.
 - c. Non routine products shall be delivered within three (3) to five (5) working days from the request/order for delivery.
 - d. The bill of lading shall include the date of delivery, delivery ticket number, products delivered, a signature of an authorized agent of the District witnessing delivery. A separate invoice must be submitted for each delivery.
 - e. Personnel and/or equipment will not be supplied to handle or unload any items being received by the District. Delivery shall be made within the hours of 6:30 a.m. and 4:00 p.m. weekdays excluding holidays observed by the District, or as otherwise directed/approved by an authorized representative of the District. Vendor shall pick-up exchange cores when delivering new units.
 - f. In the event any product part under this RFP that is covered by warranty has to be sent back to the manufacturer for repairs, freight charges both ways shall be the responsibility of the vendor.
 - g. In the event the Vendor cannot provide needed parts within the above time frames or in the event of an emergency condition, the District reserves the right to purchase the items from a competing supplier without breaching this contract.
3. **QUALIFICATIONS:** Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.
4. **PRICING:** Proposers are to propose a firm fixed percentage discount off MSRP for Fleet Vehicle Parts and After Market Parts that will be applied to all items in the proposer's current catalog. MSRP price changes shall be communicated to the District with updated MSRP lists prior to any price increases charged to the District. The percentage discount shall remain firm throughout the term of this contract and subsequent renewals.

Proposers shall submit manufacturer's web-site address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District; which includes the manufacturer's part numbers and MSRP list of the manufacturers listed.
5. **ACCEPTABLE MANUFACTURER'S PRODUCTS:** Only those manufacturers and/or products meeting or exceeding commercial quality standards will be acceptable. Products that are deemed inferior, poor quality or unacceptable, by representatives of the District, shall be returned to the awarded Vendor at no cost to the District and replaced with acceptable products within 24 hours of notification of product inferiority.
6. **PUBLISHED CATALOGS:** Successful proposers shall make available on their website the current MSRP or one (1) copy of the same catalog used for bidding to each of the Transportation Services repair centers, totaling five (5) copies. Catalogs must be affixed with a label stating the proposal number and discounts awarded. Successful Proposer also has the responsibility for updating all catalogs including price sheets and web pages during the term of this contract. Catalog delivery is the responsibility of the awarded vendor.
7. **WARRANTY:** All proposers must state warranty policy on items purchased under this contract. Evaluation and award of this proposal will consider price in addition to guarantee/warranty policy. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable product will result in immediate termination of this contract. **Proposers shall submit their warranty policy with their proposal.**

G - Repair Service of Light Duty, Medium Duty and Buses & Parts

1. **SCOPE:** The District intends to purchase light duty, medium duty and bus repair services under this section of the RFP, for use by the Transportation Department for repair, maintenance and up-keep of existing vehicles throughout District as well as automotive and bus parts, equipment, supplies and materials for these repairs.
2. **VENDOR PERFORMANCE:** Vendor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To insure the security of this level of performance, the District reserves the right to withhold any monies owed to a Vendor who is not performing satisfactorily, fails to provide specific services, or any non-performance reason deemed necessary by the District. Reasons for any withholdings will be provided to the Vendor in writing along with an acceptable time frame the Vendor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the ordering department or its designee, then contract may be terminated. Furthermore, the District has the right to subtract any costs incurred to the District from the invoices or monies owed due to the unsatisfactory performance of Vendor. The withholding of any monies and the subtraction of costs/fees incurred, will be used at the discretion of the District.
If no monies are owed to a Vendor and performance levels are below satisfactory then termination of contract as outlined in this RFP will apply.
3. **LABOR RATE:** The District requires vendors to perform repairs or services to vehicles, motors or other District equipment. The Proposer must provide an hourly rate and list the types of services it is capable to perform. These services will be performed at either the Vendor's location or the District's location. Awarded Vendors shall list the products and services required to fix the vehicle and obtain approval in writing from the District Transportation Department representative prior to proceeding with performing any work.
4. **AUTOMOTIVE & PARTS, EQUIPMENT & SUPPLIES, SPECIFICATIONS:** Vehicles getting service may require any number of automotive/bus parts, equipment and supplies under this RFP. Awarded vendor shall list the products and services required to fix the vehicle and communicate in writing to the District Transportation Department representative for approval prior to any work getting performed
5. **PRICING:** Proposers are to provide a maximum discount off Manufacturer's Suggested Retail Price List (MSRP) list prices on OEM or national brand vehicle parts. Proposers are to propose a firm fixed percentage discount off MSRP that will be applied to all items in the proposer's current catalog. MSRP price changes shall be communicated to the District with updated MSRP lists prior to any price increases charged to the District. The percentage discount shall remain firm, or better, throughout the term of this contract and subsequent renewals. The District, at its discretion, may request from the awarded vendor the manufacturer's web-site pricing address with passcode, or price list, cross reference charts, catalogs, and bulletins to be used by the District to verify pricing; which includes the manufacturer's part numbers and MSRP.
6. **CATALOGS / WEBSITE:** Proposer shall indicate on the proposal sheet the best method to view its inventory (i.e. website, printed catalog or other). If a catalog is printed, proposer will submit with its proposal. If no catalog is available, Proposer shall indicate the best website or inventory list that is available. This information will assist the District in its award process to view the variety of items Proposer is capable of handling and to gain an idea of its warehouse capabilities. The District may request, at any time during the contract, for the vendor to supply a website, inventory list, catalogs, etc. as necessary.
7. **CERTIFICATIONS:** Technicians servicing District vehicles shall be currently ASE certified on the repairs performed. Proof of certification is required with the proposal and at any time requested throughout the contract term. Technicians servicing buses shall be currently certified as a Department of Education (DOE) School Bus Inspector. Proof of certification is required with the proposal and at any time requested throughout the contract term.
8. **WARRANTY:** All proposers must state warranty policy on items purchased under this contract. Evaluation and award of this proposal will consider price in addition to warranty policy. **Warranty shall be an unconditional one (1) year, unlimited mileage from installation and service date. Proposers must submit their guarantee/warranty policy with their proposal. During the guarantee or warranty period, the Vendor must repair and/or replace, at any of the District's compound sites, any unit found to be defective by the District, without cost to the District. This shall require the Vendor to remove the defective unit from, and install a replacement unit in the vehicle at any District site. Any vehicle towing costs as a result in failure of part or workmanship will be the responsibility of the vendor. Vendor shall make any such repairs and/or replacements within three (3) working days' notice.**

- a. **Products** that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced three (3) working days from time of notice of unacceptability with an acceptable product.
- b. **Service** that is deemed inferior, of poor quality, or unacceptable by representatives of the District shall be rectified at no cost to the District and must be fixed within three (3) working days from time of notice of unacceptability.

Consistent shipment of unacceptable product or unacceptable service will result in immediate termination of this contract.
Proposers shall submit their warranty policy with their proposal.

9. **SAFETY AND LITIGATION RECORD:** The District requires Proposers to submit their safety and litigation record.

ATTACHMENT A – PROPOSAL RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
RFP No. R167278RC
VEHICLE SERVICE AND PARTS**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

ITEM NO.	A. New Alternator & Starters	Catalog Manufacturer / Brand	Parts Discount off MSRP	Warranty Period
1.	Manufacturer/ Brand		%	3 years
2.	Manufacturer/ Brand		%	3 years
3.	Manufacturer/ Brand		%	3 years
4.	Manufacturer/ Brand		%	5 years
5.	Manufacturer/ Brand		%	5 years
6.	Manufacturer/ Brand		%	5 years
7.	Labor Rate for Installation		Per Hour	
8.	Labor Warranty Period			
B. Relined Brake Parts			Parts Discount off MSRP	
9.	Manufacturer/ Brand			%
10.	Manufacturer/ Brand			%
11.	Manufacturer/ Brand			%
12.	RIVET PLATING FOR RELINING (TYPE):			
13.	Labor Rate for Installation		Per Hour	
14.	Parts Warranty Period			
15.	Labor Warranty Period			
C. Automotive & Equipment Filters Catalog Discount			Parts Discount off MSRP	
16.	Manufacturer/ Brand			%
17.	Manufacturer/ Brand			%
18.	Manufacturer/ Brand			%
19.	Parts Warranty Period			
D. OEM Bus Parts & Accessories Catalog Discount			Parts Discount off MSRP	
20.	International Bus			%
21.	Thomas Built			%

22.	Bluebird			%
23.	Parts Warranty Period			
E. Transmissions - Remanufactured		Unit Price Delivered	Installation Charge Vendor Location	Installation Charge District Location
24.	ALLISON Model AT 545 - Remanufactured only, NO SUBSTITUTION			
25.	ALLISON Model 1000 - Remanufactured only, NO SUBSTITUTION			
26.	ALLISON Model 2000 - Remanufactured only, NO SUBSTITUTION			
27.	ALLISON Model 2500 PTS - Remanufactured only, NO SUBSTITUTION			
28.	ALLISON Model 3000 PTS - Remanufactured only, NO SUBSTITUTION			
29.	Balance of Line Discount off MSRP	%		
30.	Labor Rate for Diagnostics		Per Hour	
31.	Parts Warranty Period (minimum 2 years)			
32.	Labor Warranty Period (minimum 2 years)			
F. Fleet Vehicle Parts and After Market Parts Catalog Discount		Parts Discount off MSRP		
33.	Rebuilt Engine Parts		%	
34.	Mounts, Suspension & Steering Parts		%	
35.	Emission & EGR Controls, Carburetor, Fuel Injection & Exhaust Parts		%	
36.	Belts and Hoses		%	
37.	Cooling and Heating Parts		%	
38.	Drive Train and Chassis Parts		%	
39.	Rebuilt Electrical Parts		%	
40.	New Electrical Parts		%	
41.	A/C Repair Parts		%	
42.	Balance of Line Discount off MSRP		%	
43.	Parts Warranty Period			
G. Repair Service of Light Duty, Medium Duty and Buses & Parts		Hourly Rate at Vendor Location	O/T Hourly Rate at Vendor Location	District Location Hourly Rate

44.	International Bus			
45.	Thomas Built			
46.	Bluebird			
47.	Light and Medium Duty Auto			
48.	Light and Medium Duty Truck			
49.	Heavy Duty Truck			
50.	Bus Inspection/ DOE Certification			
51.	Parts Warranty Period (minimum 1 year)			
52.	Labor Warranty Period (minimum 1 year)			

Printed Name: _____

Signature of authorized vendor representative: _____

Date: _____

ATTACHMENT B - REFERENCE REQUEST FORM

REQUESTING AGENCY: SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DUE DATE: November 22, 2016, 2:00PM via email to RichardAC@LeeSchools.net

PROPOSER / VENDOR NAME: _____
CLIENT NAME: _____
CLIENT ORGANIZATION: _____
CLIENT E-MAIL: _____
CLIENT PHONE: _____

In response to Request for Proposals (RFP) R167278RC, Vehicle Service & Parts, the School District of Lee County requires interested Proposers to submit a minimum of three (3) client references for whom the Proposer has performed related services during the most recent five (5) years.

Instructions to Proposers: Complete the Proposer/Vendor Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Up to three (3) complete, on time references may earn the Proposer from zero (0) to five (5) points per reference during the evaluation process. Missing references will result in a score of zero (0) points each and may result in the Proposer being deemed non-responsive. References may be ***inclusive of the District as one reference***.

Instructions to Client References: Complete this reference questionnaire and return it no later than **November 22, 2016, 2:00 PM EST**, via email, to RichardAC@LeeSchools.net

1. Is the vendor currently providing bus or vehicle parts, or bus/vehicle repair services, for your organization? For how many years have they provided this service?

2. What type of parts or service has this vendor provided?

3. Approximate annual sales with this vendor?

4. How reliable is the firm?
 - a. Do they respond to issue's timely?
 - b. Do they deliver on time?
 - c. Describe a challenge they resolved for your organization.

5. If you had the opportunity to change something about the contract delivery or management, what would it be?

6. In your opinion, what does the firm do best?

7. Would you hire them again, and/or recommend them for hire?

ATTACHMENT C - INSURANCE REQUIREMENTS FORM
The School Board of Lee County Florida
Insurance Requirements

<u>INSURANCE TYPE</u>	<u>REQUIRED LIMITS</u>	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form.	<u>\$1,000,000.00</u>	Bodily Injury & Property Damage Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	\$ -0-	

The School Board of Lee County Florida Insurance Requirements
(Continued)

X 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida

Attn: Procurement Services

2855 Colonial Boulevard

Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the Bid Number and Title.**

BIDDER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Contractor Name

Contractor Title

Signature of Contractor

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all RFP and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addenda with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled 6. 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 No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, 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 bid.

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

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services 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 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to _____ (entity name above) is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H - SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Contractor/Company Name: _____

Signature of Authorized Representative: _____

Date: _____

Name and Title: _____

ATTACHMENT I - SEALED PROPOSAL LABEL

Attach this “Sealed Proposal” label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

VEHICLE SERVICE AND PARTS
RFP NO.: R167278RC
OPENS: November 22, 2016 at 2:00 pm