

WORK SUMMARY/GENERAL SCOPE OF WORK:

Intent: Bay District Schools (hereinafter referred to as the District) are soliciting bids from qualified vendors for removal and replacement of DT466 diesel engine(s) on its fleet of school buses. This statement of work shall provide for the labor, materials, equipment, necessary to perform the maintenance, inspections and repairs to a school bus (see Bid Form).

- (a) The School Board reserves the right to award to multiple vendors.
- (b) Staffing for this project is expected to be qualified, full-time technician(s) with proper training and qualifications to carry out the removal and replacement of DT466 Diesel engines and associated components as needed.
- (c) The proposer will provide complete service, fault and trouble free and in like new condition when complete. All engine fluids should be changed during replacement. Labor is to be done at the proposer's facility.
- (d) Whereas the initial intent is the replacement of engines in four (4) buses, the School Board reserves the right to increase the number of vehicles for service under the resulting contract for a period of 1 year with up to 3 one-year renewals.
- (e) During the replacement of the engine, all soft and consumable parts such as hoses, harnesses and clamps must be replaced with new parts.

Point of Contact: For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, with all contact being via email only, Mrs. Jacqueline Dorman CPP, CPPM, CPDW Purchasing, Bay District School Purchasing Department, @ dormajd@bay.k12.fl.us. Such contact shall be for clarification purposes only.

Closing Date and Time: Please note and pay close attention to the closing date and time of this ITB. *The closing date and time for this bid is set for April 16, 2024 @ 2:00 pm.*
ALL ITB CAN BE SUBMITTED ELECTRONICALLY, MAILED OR HAND DELIVERED AS LONG AS THEY ARE RECEIVED BY DUE DATE. ONLY ITB THAT MEET THE DUE DATE AND TIME WILL BE ACCEPTED.

The District will attempt to use the following schedule, however, makes no guarantee that the schedule will be achieved.

ITB Release	April 5, 2024
Pre-ITB Inspection of buses	April 9, 2024 @ 9:30 am CT
ITB/Proposals Due/Opening	April 16, 2024 @ 2 pm CT
ITB Awarded (on or about)	April 23, 2024

Addendum: Any material changes to the ITB shall be transmitted by addendum only. The Vendor, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their ITB. The District shall not be responsible for any other interpretation than those transmitted by addendum prior to the bid award. The vendor is solely

responsible for verifying they have received all ITB Addenda. Addenda will be emailed to vendor. No verbal or written information which is obtained other than by information in this document or by addendum to this ITB request will be binding on the District.

Pre-ITB Bus Inspections: A Pre-ITB inspection will be at Truckworx Kenworth-Dothan, AL located at 461 Ross Clark Cir, Dothan, AL 36303 on **Tuesday, April 9, 2024 @ 9:30am CT**. When you arrive check in with Michelle Beasley to sign the attendance roster. All vendors attending shall have an opportunity to examine the intended vehicles. This is a non-mandatory inspection; however, it will be the only opportunity for you to receive the benefits of a review/walk-through of each vehicle. If you are not the prime bidder but attending on behalf of another, please make note of this when signing the attendance roster where indicated.

Contract Initial Term and Extensions: The contractor shall provide a firm fixed price for the Initial Term of the ITB, starting on **date of award and ending on April 23, 2025**. In addition, the agreement can be extended for up to three additional one-year terms should both parties agree to the terms and conditions.

ITB REQUIREMENTS:

Intent Of Award: The successful Vendor shall be notified via e-mail of intent to make award. Upon the receipt of this notice, the Vendor shall be required to sign said notice and return within a specified time, indicating agreement, acceptance, responding to, as per the terms, requirements, conditions and specifications of the ITB.

Right to Negotiate: The District reserves the right to negotiate service agreement modifications with the awarded Vendor, at any time, as necessary and or best interest of the District to do so. When formalizing said agreements, without the use of a sealed bid, the District reserve the right to negotiate any/all provisions of this agreement necessitated by law, statues, policy, situation, circumstance, not limited to or excluding of, terms, requirements, conditions, specification, pricing, additions, deletions, and points of clarifications.

“Or Equal” Interpretations: Identification of an item by manufacturer’s name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. ITB on other makes and/or models will be considered provided in the **Bid Form** what is being proposed and forwards with the ITB complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation. The District reserves the right to accept or reject, in its sole discretion, items offered as an “equal”.

Respondent Investigations: Prior to submitting an ITB, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the District that the Respondent will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Respondent from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Respondent.

Ability to Perform: Respondents shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The District reserves the right to request any additional information, utilize references not provided by a Respondent, and validate any information provided by a Respondent by any means deemed necessary by the District for the purpose of determining the Respondent's ability to perform the services described herein.

Errors: Any errors in computations may be corrected during the District's review of the ITB. The District shall not be responsible for Respondent computation errors contained on the ***Bid Form***. All values contained on the ***Bid Form*** remain the responsibility of the Respondent. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Respondent.

Termination: The District reserves the right to terminate the contract with any or all contractors:

(a) **For Convenience:** The District reserves the right to terminate the contract for convenience at any time with the contractor, when deemed in its best interest to do so. The District will notify the Contractor of this intent, in writing, at least *thirty (30) days* prior to its effective date. The Contractor shall not furnish any services after it receives said notice, except as necessary to complete all continued portions of the contract. The Contractor shall not be entitled to recover any cancellation expenses and or lost profits etc.

(b) **For Cause:** The District reserves the right to terminate contract with the contractor for cause, at any time, being by default, violation, failure, refusal, to abide by and or carry out all provision of the contract specified herein, constituting sufficient cause for said termination. The District shall notify the contractor in writing of this intent, identifying specific cause and its effective date, requiring all deficiencies being corrected within *five (5) days* of notification. If deficiencies are not corrected to the satisfaction of the District within the specified time period, termination on shall occur upon the date and time stated in said notice. Upon cancellation, final payment shall be issued to the contractor for only services satisfactorily rendered, as determined by the District prior to the effective date of termination. Upon termination the contractor shall have no further rights against the District and District shall have no further obligation to the contractor pursuant to this contract, policy, statute and law. The District reserves the right to pursue any and all legal remedies as provided herein.

Additional Contractor: The District reserves the right to add contractors at any time throughout the life of the contract in order to maintain services set forth herein.

Lobbying: As mandated by School Board Policy, Chapter 6, Section IV, paragraphs (G)-(H): Once a competitive solicitation is released, no bidder or individuals acting on behalf of the bidder shall lobby District personnel or School Board members. The lobbying of School Board members or any District personnel may result in disqualification and rejection of said solicitation. For purposes of this policy, "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 Board member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact, regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

Conflict of Interest Disclosure: Pursuant to Chapter 112.313, Title X, Florida Statute and BDS, Board Policy Chapter 6 Section 3.132 - Any/all Contractor(s) shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all

Contractors must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches. Contractor shall execute and fully complete. Attachment-A: Conflict of Interest Statement and submit with proposal.

Convicted Vendor: Proposers shall be fully aware of the provision Title XIX, Part 1, 287.133-Section (2)(a) Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section Title XIX, Part 1, 287.017, Florida Statute, Category two (2) for a period of (36) thirty six months from the date of being placed on the convicted vendor list.

Public Entity Crime: Pursuant to Title XIX, Part 1, 287.017 & 287.133 Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or be a 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 Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list. Contractor shall execute and fully complete Attachment-B: Public Entity Crime and submit with proposal.

Drug Free Workplace Certification: Contractor certifies that it has implemented a Drug Free Workplace Program by signing and submitting the enclosed Drug Free Workplace Certification Form. **Attachment-C: Drug Free Workplace Certification Form**

Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 receive award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Unauthorized/Illegal Aliens: BDS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Title XXXI, Chapter 448.09(1) Florida Statute. Such violation shall be cause for immediate termination of contracts. Contractor shall execute and fully complete; Attachment-D: Contractor's Affidavit Concerning Illegal Aliens and submit with proposal.

Debarment: When use of federal funds are involved any/all Contractors and all subcontractors; shall certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Reference; Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, amended, and 38 USC 4212 – The Vietnam Era Veterans' Readjustment Assistance Act of 1974. Contractor shall execute and fully complete; Attachment-E: Debarment Form and submit with proposal.

Governing Laws and Venue: All legal proceedings brought in connection with this Contract shall only be in the State or Federal court in the State of Florida and within a venue in Bay County, Florida.

Additional Information: BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.

Clarification: BDS reserves the right to allow for the clarification of questionable entries and the correction of any obvious mistakes.

FINANCIAL:

Purchase Order: No work is to be performed without a purchase order issued by appropriate authority of the School Board.

Invoicing & Payment: Payment will be made within *30 days* of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt and acceptance of services by District appointee.

- (a) Original invoices shall be submitted timely to accounts payable as described in the purchase agreement on a monthly basis. Each invoice must state on it the month of services being billed for, and all locations serviced. Invoices for approved billable work outside the contract shall have an itemized list of billable services that must include supporting documentation with hours worked, labor rates and material cost.
- (b) Failure to invoice correctly will delay payment. It is not the responsibility of the District to notify the contractor their invoices do not have the correct information on them. Payments will be delayed until the proper information and invoices are received by accounts payable. The District shall only pay for services that have been satisfactorily completed and proper documentation has been provided with invoice before the District can approve payment.
- (c) Payment to the contractor may be rejected due to non-performance or failure to meet the terms of this contract agreement during any billing period. All payments owed to the contractor shall be paid only after such services not performed under this agreement have been satisfied by the contractor and the contract monitor.

Tax Exempt: For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption number appears on the purchase order or certificate available upon request. The School Board sales tax exemption does not apply to vendors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the contractor intends to recover sales tax from the School Board under the contract, all such amounts *must* be included in the bid price.

INSURANCE, BONDS, INDEMNIFICATION:

Certificate(s) of Insurance: Within Seven (7) working days of notice of award and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverages are in force. Policies shall remain in force for the duration of the contract period. Such Certificate(s) of Insurance shall include a minimum *thirty (30)* day endeavor to notify due to cancellation or non-renewal of coverage.

Worker's Compensation: Workers' Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers' Liability coverage with minimum limits of

bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee. No exemptions will be allowed.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability: The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the District reserves the right, but not the obligation, to review and request a copy of Contractors most recent annual report or audited financial statement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, contractor shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Public Liability Insurance: Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate.

Umbrella or Excess Liability: Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."

Right to Review: District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Indemnification: The vendor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with contractor's performance under the contract. The vendor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

Notice of Claims or Litigation: The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the District representative shall receive written notice describing the incident or claim. In the event such an incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

MANAGEMENT & SUPERVISION

The contractor shall be required to provide overall management, technical support, coordination, and administrative efforts required to fulfill the requirements of this Statement of Work and any additional associated direction and technical guidance associated with other special projects.

The contractor proposal shall include documentation of compliance with E-Verify requirements for businesses with 25 or more (FT/PT) employees.

Release of Information: The contractor must obtain the District's written consent prior to the release of any information (written or oral) or pictures with respect to this contract or any aspect of the work with the sole exception of information to be provided to the contractor's officers, employees, representatives, and subcontractors as necessary to enable them to successfully perform their contractual or legal obligations.

END OF SECTION I – GENERAL

**PART II - EXECUTION:
SPECIFIC SCOPE OF WORK**

1. SCOPE OF WORK:

(a) **Scope:** Upon receipt of valid purchase order, using vendor's facility, tools, equipment and personnel, remove worn DT466 diesel engine(s) in specified vehicle with new compatible engine and requisite supplemental parts. Reuse of existing parts if compatible and in serviceable condition with new engine.

(b) ***If submitting alternative part, must be equal or better quality. Provide documentation with bid package explaining the equal or better claim.***

2. DEFECTIVE PARTS AFFECTING SAFETY:

In any event, where the Contractor identifies a defective part that directly affects safe operation the Contractor shall stop work and notify the contract administrator for guidance.

END OF SECTION II - EXECUTION

1. CONTACTS:

AUTHORIZED REPRESENTATIVES:

Contract Administration
Jacqueline Dorman, CPP, CPPM, Purchasing Agent
T: 850-767-4208
E: dormajd@bay.k12.fl.us

Contract Manager
Dan Fuller, General Manager of Purchasing and Materials Management or his designee
T: 850-767-4209
E: fulled@bay.k12.fl.us

BID FORM
 #24.06- Bus Engine Remove and Replacement

Item	Qty	Unit Price	Total Cost	Warranty
"MAXXFORCE" DT466 DROPIN MOTOR with all the hoses, fluids, clamps etc. to make it run like new. Per bid specs.	4			
GRAND TOTAL				

ATTACHMENT A

Conflict of Interest Disclosure

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid/bid.

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I or Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

SECTION I

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

SECTION II

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

Name	Title or Position	Date of Filing
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Signature: _____ Company _____

ATTACHMENT B

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

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

1. This sworn statement is submitted to Bay District Schools by

Print 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 Social Security Number
of the individual signing this sworn statement: _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 of the 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 of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” is defined by the Statute to mean a finding 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” is defined in Section 287.133(1)(a), Florida Statutes, means:
- (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An 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.

5. I understand that a "person" as defined in Section 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 applied to bid on contracts 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who is personally known to me or who has produced _____ as identification, and who,
after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of
_____, 202_.

Signature of Notary Public

My Commission Expires: _____

Name of Notary Public (Seal)

ATTACHMENT C

DRUG FREE WORKPLACE

Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature: _____

ATTACHMENT D

AFFIDAVIT CONCERNING ILLEGAL ALIENS

The undersigned states that _____ complies with the provisions of Section 274A of the Immigration and Nationality Act; that _____ substantiates that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grand funds or federal stimulus dollars, can legally work in the United States and complies with the provisions of federal and state laws, and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

Signature

Date

Printed Name

Name of Organization

Title

Address, City & State

State of _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, in the year 202__ by

who is personally known to me or has produced
_____ as identification.

Signature, NOTARY PUBLIC

Printed Name, NOTARY PUBLIC

Commission #: _____

Commission Expires: _____

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

Organization Name

RFP #24-06, Bus Engine Removal
and Replacement

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT “E” CONTINUED
INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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 of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective 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 Non-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.

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 may pursue available remedies, including suspension and/or debarment.

