



Bay District Schools
 Purchasing Department
 1150 West 17th Street
 Panama City, Florida 32405
 850-767-4207

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT): <p style="text-align: center;">JANUARY 16, 2025</p> Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening (<i>Florida Statute 119.071 2.</i>)	RFQ NO.:	RELEASE DATE :	POSTING DATE FOR AWARD RECOMMENDATION.:
	#25-04	NOV 22, 2024	(on or about) JAN 31, 2025
BID TITLE: E-Rate – Internal Connections			

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this INVITATION TO BID (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate. *I agree that this bid cannot be withdrawn within 90 days from date due.*

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **October 21, 2014**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input checked="" type="checkbox"/> Licenses | <input checked="" type="checkbox"/> Manufacturers Authorization |
| <input checked="" type="checkbox"/> References | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other | |

Note: If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR BID ENVELOPE TO IDENTIFY IT. ALL BIDS CAN BE SUBMITTED ELECTRONICALLY OR MAILED AS LONG AS THEY ARE RECEIVED BY THE DUE DATE AT 2: 00 PM. ONLY BIDS THAT MEET THE DUE DATE AND TIME WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.



DELIVER TO:	THE SCHOOL DISTRICT OF BAY COUNTY PURCHASING DEPARTMENT 1150 WEST 17 TH STREET PANAMA CITY, FL 32405
ITB NO:	#25-04
ITB TITLE:	E-Rate – Internal Connections
DUE DATE/TIME:	January 16, 2025 at 2:00 PM CST
SUBMITTED BY:	_____
	NAME OF COMPANY

SECTION 1 A– SPECIFICATIONS

SCOPE OF WORK SPECIFICATIONS:

It is the intent of the School District of Bay County Florida to solicit proposals from qualified businesses to supply manufacturers equipment or fully equivalent or better equipment compatible with existing ecosystem and Fortinet infrastructure equipment installed throughout the District's facilities, pursuant to the terms, specifications, and conditions set forth within this ITB. The specifics regarding the equipment are located on Attachment "A". Bay District Schools reserves the right to award to multiple responsive vendors.

Service and price quotes: Proposed equipment and their pricing must be quoted in the format provided in Attachment A. Failure to quote in this format, or omission of any of the data items can lead to rejection of the bid. The District desires to have access to order off the awarded contract for five (5) years.

Bundled Services: Any E-Rate ineligible products, services, or components bundled with eligible products or services must be listed separately from the eligible products or services. Prices for these ineligible products or services must be allocated out of the price for the eligible services; failure to do so can lead to rejection of the bid. Allocations must comply with USAC rules which specify that the allocation methodology must be based on tangible criteria and reach a realistic result. The District recognizes that some portion of the listed items may be ineligible for E-rate funding. To the extent that these items are included in the bidder's proposal, the District expects to pay the full amount of any such E-rate ineligible costs. (Note: If E-Rate funding is not fully available for any reason, the District reserves the right to defer or cancel any agreements entered into at the District's discretion.)

Requested Equipment Minimum Standards or Equivalent or Better: If submitting a Better Than Equivalent (BTE) option, please specify in the pricing notations and provide specifications indicating BTE justification on Attachment A.

GOVERNMENTAL RESTRICTIONS: If the Responder believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Proposal, the Responder shall immediately notify the District in writing, indicating the specific restriction. The District reserves the sole right to accept any such alteration or to cancel the Proposal at no further expense to the District.

All responding companies must be registered certified providers in the State of Florida with the ability to supply services to Bay District Schools and must register as a vendor with the District Purchasing Department. In addition, the responding company must be in good standing with the SLD and agree to participate in the E-rate Program.

SECTION 1 B - BID PACKAGE

INFORMATION TO BE INCLUDED IN THE SUBMITTED BID: In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

Title Page: Show the ITB number, subject, the name of the proposer, address, telephone number and the date.

Attachment A - BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Department as soon as possible via email. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel spreadsheet indicates the specific cell that will be used for award purposes.

* 470 Request for Proposal/Bid acknowledgement

Attachment B - E-rate Certification Form

Attachment C - E-Verify Compliance Form

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

Attachment E - Public Entity Crimes Form

Attachment F - Conflict of Interest Disclosure Form

Attachment G - Preference for a Drug Free Workplace Form

Attachment H - Affidavit Regarding the Use of Coercion for Labor and Services

Attachment I - Attestation Foreign Country of Concern

Bid form Instructions:

- 1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
- 2.) All Fields in the Bidder Information box (above) should be filled in
- 3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Microsoft Excel (.xls) worksheet file on your flash drive.
- 4.) Excel Spreadsheet is attached and saved on a flash drive, print in PDF and return with your bid by the due date.

SECTION 1 C PROPOSAL EVALUATION

PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Responders and whether the correct number of submissions are included are read at this time.

An Evaluation Committee will review, convene and evaluate all proposals submitted based on the factors set forth in the ITB. Purchasing personnel may participate in an administrative and advisory capacity only. The District reserves the right to waive any irregularities and technicalities.

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the RFP before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.). The District also has the right to require Responders to submit additional evidence of qualifications or any other information the District may deem necessary. Such information will not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) award to the best initial proposal without any further discussion or negotiation; (2) negotiate with the highest ranked Responder; or, (3) allow the top ranked Responders to make oral presentations.

The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable Agreement between the District and the selected Responder(s) cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a contract with the next-ranked Responder(s).

The District reserves all rights, in its sole discretion, not to issue an award to any Responder, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

EVALUATION CRITERIA:

The Evaluation Committee shall review all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

NOTE: On the proposal submission marked "Original", signatures should be original and while a blue ink signature is preferred, failure to sign in blue ink on the "Original" proposal submission will not, by itself, be a disqualifying factor:

- Price (55 points)
- Warranty (35 points)
- Completed and signed 470 Request for Proposal acknowledgement (2 points)
- Completed and signed E-rate Certification Form (1 point)
- Completed and signed E-Verify Compliance Form (1 point)
- Completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (1 point)
- Completed and signed Public Entity Crimes Form (1 point)
- Completed and signed Conflict of Interest Disclosure Form (1 point)
- Completed and signed Preference for a Drug Free Workplace Form (1 point)
- Completed and signed Affidavit Regarding the Use of Coercion for Labor and Services (1 point)
- Completed and signed Attestation Foreign Country of Concern (1 point)

SECTION 1 D – BID TERMS & CONDITIONS

Point of Contact: For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, contact via email only, Dan Fuller, General Manager of Purchasing, Contracting and Materials Management, Bay District School Purchasing Department, @ fulled@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 ITB is set for January 16, 2025 @ 2:00 pm.

PLEASE SUBMIT ONE PRINTED COPY AND ONE FLASH DRIVE COPY OF THE BIDDER INFORMATION / BID FORM EXCEL SPREADSHEET. BIDS CAN BE MAILED OR HAND DELIVERED TO OUR OFFICE AT PURCHASING OFFICE 1150 WEST 17TH STREET, PANAMA CITY, FL 32405. ALL BIDS MUST BE RECEIVED BY 2:00 PM ON THE DUE DATE. ONLY BIDS 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.

Bid Release	Nov 22, 2024
Written Questions and inquires no later than	Dec 13, 2024 @ 9:30 am
Bids Due/Opening	Jan 16, 2025 @ 2pm
Bids Taken to the Board for Approval	Jan 31, 2025
Bid Awarded (on or about)	Feb 4, 2025

Addendum: Any material changes to the bid 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 bid. The District shall not be responsible for any other interpretation, other than those transmitted by addendum prior to the bid award. The vendor is solely responsible for verifying they have received all bid 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 Meeting and Site Inspections: Not Applicable

Local Preference: Not Applicable

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, 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.

Agreement: The Agreement, award letter and any corresponding purchase orders shall constitute a complete agreement with the contractor. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a response to this ITB, vendor agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified herein, with all others being non-binding on the District. Any and all legal action necessary to enforce the terms and conditions of the contract will be held in Bay County, Florida, and interpreted in accordance with the laws of the State of Florida.

Equal Opportunity: Respondent is hereby notified that, pursuant to § 287.05701, Florida Statutes, the School Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the respondent is a responsible vendor.

No Lobbying: Lobbying School Board members or District personnel may result in rejection/disqualification 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 a 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 regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

Term: The starting date shall be July 1, 2025 following award to the vendor. This contract is intended to be for five (5) years from date of award. The District has the right to discontinue, add and change service at any time. Should the District discontinue services at any point the contractor would not be required to resume services at a later date unless it is agreeable to all parties involved.

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) business 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.

FINANCIAL:

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.

Vendor agrees to accept Billed Entity Applicant Reimbursement, BEAR; and/or Service Provider Invoicing, SPI, to be determined at the time a Purchase Order is created.

All orders for equipment shall be issued in a Purchase Order. Failure to invoice correctly will delay payment. All invoices must include the Purchase Order number. 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 invoices that have been received and proper documentation has been provided with invoice.

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 contractors 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 Estimate/Quote/Invoice price.

Right to Negotiate: The District reserves the right to negotiate contract modifications with the awarded Bidder, at any time, as necessary and is in the 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 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.

Warranty(ies): All goods and services furnished by the Responder(s), relating to and pursuant to the ITB will be warranted to meet or exceed the Specifications contained herein. In the event of a breach, the Responder(s) will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

Shipment: All products shall be shipped FOB Destination. All packaging shall clearly display Purchase Order number on Bill of Lading (BOL).

Identical Proposals/Bid:

Whenever two (2) or more Bids are equal with respect to price, quality, and service, and Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If both have met this program, the selection shall be decided by single coin toss.

Purchase by Other Public Agencies: With the consent and agreement of the awarded bidder(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

END OF SECTION I – GENERAL

ATTACHMENT B

E-RATE CERTIFICATION FORM

Responder(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program. Evidence of this certification will be demonstrated by the return of the most recent Service Provider Annual Certification (SPAC-Form 473) along with the SPIN information.

This certification must be maintained throughout the term of the contract. Evidence of Responder's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided as part of the proposal submission and no later than thirty (30) calendar days following the renewal of an Agreement term.

Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under the pending or current contract that is not reimbursed by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

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

Responder's Printed Name

Responder's Signature

Responder's SPIN

Date of last certification

ATTACHMENT C



School Board of Bay County Florida

E-VERIFY CERTIFICATION

1. I am (title) _____ of _____ ("Contractor").
2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.
3. The Contractor has contracted with or may contract with School Board of Bay County Florida ("Board" or "District") (the "Agreement").
4. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
5. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
6. The Contractor/Vendor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
7. The Contractor/Vendor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.
8. The Contractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in one (1) year suspension from contracting with the District.

CONTRACTOR NAME:

AUTHORIZED REPRESENTATIVE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT D

**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

ITB Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

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

ATTACHMENT E

PUBLIC ENTITY CRIMES STATEMENT:

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON 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 to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(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 the Social Security Number of the individual signing this sworn statement: _____.)

2. 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 of 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, 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.
4. 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. 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 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.
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 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, nor any affiliate of the entity has been charged with an 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 has 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 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 has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been 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 the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2016.

NOTARY PUBLIC

My commission expires:

Notary Stamp

Form PUR 7068 (Rev. 04/10/91)

ATTACHMENT F

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 proposal/proposal.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

ATTACHMENT G

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.

Signature: _____

Name: _____ (print)

Date: _____

ATTACHMENT H

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

ATTACHMENT I

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: