

**Invitation to Bid**



**Bay District Schools  
Purchasing Department  
1150 WEST 17 STREET  
PANAMA CITY, FL 32405**

**Bid Request NO. 19-07**

**BID REQUEST TITLE  
Moving Services**

**PURCHASING CONTACT  
RICK YOUNG (850) 767-4208**

**OPENING DATE  
March 5, 2019, at 2PM CT**



CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS 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<sup>TH</sup> STREET  
PANAMA CITY, FL 32405

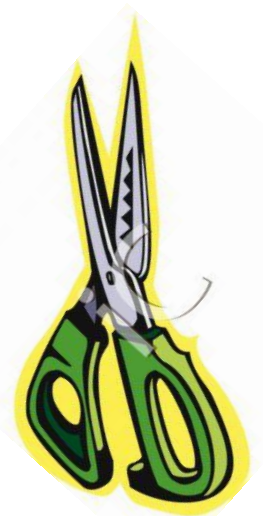
**SEALED BID      DO NOT OPEN**

SEALED RFP NO:              Bid Request No. 19-07

RFP TITLE:                  Moving Services

DUE DATE/TIME:            March 5, 2019 AT 2PM CT

SUBMITTED BY: \_\_\_\_\_  
NAME OF COMPANY





**SCHOOL DISTRICT OF BAY COUNTY  
PURCHASING DEPARTMENT**

Sealed bids shall be received at:

Bay District Schools Purchasing Department  
1150 West 17<sup>th</sup> Street  
Panama City, FL 32405-3789  
until: March 5, 2019 at 2PM CT

Oral, telephonic (facsimile, telex), telegraphic or electronic (e-mail) bids are invalid and will not receive consideration.

Bids **POSITIVELY** will not be considered after the time above.

Bids may not be withdrawn for a period of sixty (60) days from the date of the opening.

NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN BY TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR A MAILED COPY OF THE TABULATION. TABULATIONS ARE ALSO POSTED ON THE PURCHASING WEBSITE AT [www.bay.k12.fl.us/bids](http://www.bay.k12.fl.us/bids)

**BID ACKNOWLEDGEMENT FORM**

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY – STATE – ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

BY: \_\_\_\_\_  
NAME – PLEASE PRINT

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED VENDOR REPRESENTATIVE

**NOTE:** THIS BID IS NOT VALID UNLESS THIS PAGE IS SIGNED ON THE ABOVE LINE BY AUTHORIZED VENDOR REPRESENTATIVE & RETURNED WITH BID FORM.



**BAY DISTRICT SCHOOLS - BAY COUNTY, FLORIDA**

**Request for Bid Number 19-07**

**Moving Services**

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**Bay District Schools  
Request for Bids  
Moving Services**

**1.0 Introduction**

**1.1 Background & objective**

Bay District Schools has experienced reductions in the warehouse operations staff in the last few years and moving services demands are greater than the current staff's ability to meet them. The District desires to establish contracts with multiple contractors to provide moving services, including provision of all labor, materials, equipment and vehicles necessary as need arises.

**2.0 Instructions to Proposers**

- 2.1 Bidders must submit bids on this form and in the format requested hereafter, and, bids must be received in the Purchasing Department, 1150 West 17<sup>th</sup> Street, Panama City, FL 32405, no later than 2:00PM CT on March 5, 2019. The bidder is solely responsible for the timely delivery of their bid.
- 2.2 Bids by e-mail, fax, telegram, or verbally by telephone or in person will not be accepted.
- 2.3 The bid opening will be public on the date and time specified on the Bid Acknowledgement Form. All bids received after the time indicated will be rejected as non-responsive and returned unopened to the sender. The public opening will acknowledge receipt of the bids and record unit price. Other details concerning the bid will not be announced at the opening. All bids submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date whichever occurs first.
- 2.4 One manually signed original must be sealed in an envelope clearly labeled "**Bid Request No. 19-07, Moving Services**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number should also be clearly annotated on the outside of the package.
- 2.5 All bids must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.6 Bidders should become familiar with any local conditions which may, in any manner, affect the services required. The bidder is required to carefully examine the bid request terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole option of the School Board.
- 2.8 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer, for a period of 60 days, to provide the District with the services specified in the bid.

**3.0 Time Schedule**

The District will attempt to use the following time schedule that will result in the selection of a firm.



Monday, February 18	Issue Bid Request
Tuesday, March 5	Bid due date
Wed/Thur – March 6-7	Bid evaluation
Friday, March 8	Award recommendation posted
Tuesday, March 12	Board approval & contract

#### **4.0 Award**

The School Board reserves the right to accept or reject any or all bids; to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids; to, before awarding the contract, require proposer(s) to submit evidence of qualifications or any other information the School Board may deem necessary; and, to cancel the bid request or portions thereof, without penalty.

#### **5.0 Term**

It is anticipated that the term of an agreement that would result from this bid request would be for one year, subject to earlier termination in accordance with terms. The agreement would be subject to four annual renewals each year thereafter, and, be subject to termination by either party with at least ninety calendar days written notice at the end of each one year period.

#### **6.0 Inquiries**

- 6.1 Board Policy prohibits potential bidders from contacting District personnel, including Board Members, relative to this bid. Any questions concerning conditions and specifications must be submitted in writing and received by Rick Young via email ([youngra@bay.k12.fl.us](mailto:youngra@bay.k12.fl.us)) no later than 2:00 PM, Monday, February 25, 2019. Questions received in writing by the time and date specified herein will be answered in writing. Neither Mr. Young nor any employee of the District is authorized to interpret any portion of this bid request or give information as to the requirements of the bid request in addition to that contained in the written bid request document.
- 6.2 Any addenda issued to this bid request, will be posted to the Purchasing Department Website. To access go to: <http://www.bay.k12.fl.us/bids>. Prior to submitting the response it shall be the sole responsibility of each proposer to contact the Purchasing Department (850) 767-4207 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.
- 6.2 No verbal or written information which is obtained other than by information in this document or by addendum to this bid request will be binding on the District.

#### **7.0 Evaluation process**

Bid responses will be evaluated based upon price for providing the product and service requested and compliance with bid specifications with award to the three best bidders meeting specifications.

#### **8.0 Information to be included with the bid response**

- 8.1 Bid Acknowledgement Form, page 3, filled out and signed, and, Bid Form, Page 14.
- 8.2 Bidder information:
  - 8.2.1 **Company Info**
    1. Please complete the following company information:
      - a. How many years have your company been in business? \_\_\_\_\_.



b. How many deliverymen & drivers do you have on staff? \_\_\_\_\_.

### 8.2.2 References

1. Provide three references for which you provide printer services.

References	Supplier Response
Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
Years as a client	

Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
Years as a client	

Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
Years as a client	

### 8.3 Mandatory forms

1. Preference for a Drug Free Workplace. Attachment A
2. Public Entity Crimes. Attachment B
3. Conflict of Interest Disclosure. Attachment C
4. Local Preference Request. Attachment D

## 9.0 General terms and conditions

These general terms and conditions will apply to any firm that may receive award.

9.1 **INSURANCE REQUIREMENTS:** The successful bidder shall furnish to the Board proof by Certificate of Insurance for each type of insurance listed below. Each Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, and agents are additional insured under the policy or policies. The Insurance Company shall provide Certificates of Insurance to the District's Risk Manager at 1311 Balboa Av., Panama City, Florida, 32401 prior to the start of any work under this contract.

- A. **Workers' Compensation Insurance.** The Contractor shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees who will work on this project, and, in case any work is sublet, with the approval of the School District of Bay County, the Contractor shall require the subcontractor similarly to



provide Workers' Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Bay County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department. Such insurance shall comply with the Florida Workers' Compensation Law. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and shall include Broad Form All States Endorsement.

Coverage shall include a waiver of subrogation clause in favor of School District of Bay County. Also, this endorsement must be indicated on all Certificates of Insurance.

- B. Business Automobile and Public Liability Insurance. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include owned, non-owned and hired motor vehicle coverage. The Contractor shall carry other public liability insurance against all other bodily injury, property damage and personal injury exposures. The coverage shall include both on-and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care, custody or control of the building.

All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

Public liability coverage shall be endorsed to include following:

- On and off premises – Operation liability
- Occurrence Bodily Injury and Property Damage Liability
- Independent Contractors Liability
- Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project
- Personal Injury Liability Insurance
- Broad Form Property Damage Liability Insurance (including
- Completed Operations)

Limits of Liability. The insurance required shall be written for not less than the following or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

Type	Limit
Workers' Compensation	



State Employer's Liability	Statutory \$1 Million Each Accident
Comprehensive Automotive Liability Insurance	\$500,000 Each Occurrence (A Combined Single Limit)
General Liability	\$1 Million Each Occurrence (School District as Additional Insured)
Personal Injury	\$250,000

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 County representative shall receive written notice describing the incident or claim. In the event such 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.

## 9.2 **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

Contractor shall protect, defend, indemnify and hold the School District of Bay County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

## 9.3 **LEVEL 2 SCREENING REQUIREMENTS:**

The following provisions which implement the requirements of Florida Statute 1012.465, 1012.467 and 1012.468 shall be added as additional terms and conditions of the contract:

### **a) Finger Printing and Background Check:**

The vendor/contractor agrees to comply with all requirements of **Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act)** by certifying that any/all employees who will be on schools grounds will have completed this **mandatory background screening** as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.



The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Human Resources Department.

**Where:** Bay District Schools  
1160 West 17<sup>th</sup> St  
Panama City FL 32405

**When:** Monday-Thursday  
7:30-4:00

**Point of Contact:** Kathy Williams @ 850-767-4347

**b) Firearms & Weapons:**

The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per **Florida Statutes # 790.115**

**c) Unauthorized Personnel:**

At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

**9.4 CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:**

- A.** Contractor shall be responsible for the supervision and direction of work performed by its employees, agents and/or subcontractors. Bay District Schools shall not exercise any control or supervision over contractor's employees.
- B.** Contractor's employees shall observe the rules and policies of Bay District Schools while working on Bay District School's premises. Hours of work will be mutually agreed upon by site of work Manager and Contractor.
- C.** Contractor's employees/subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with SBE Rule 2.113. Any person wishing to use tobacco products must leave the school grounds to do so.
- D.** Contractor's employees shall not operate in any method, school computers, telephones or other equipment. However, limited local emergency telephone calls may be completed.
- E.** Contractor's employees shall refrain from the use of vulgarities while on school board property.
- F.** All employees of and/or subcontractors shall wear proper attire for the work required. Clothing shall have no vulgarities or sexually suggestive graphics.
- G.** Employees of and/or contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.

**At no time shall any employee of the contractor or a subcontractor be deemed an employee of Bay District Schools. The contractor will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.**



Bay District Schools retains the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of Bay District Schools in connection with contractor's performance under the contract. Dismissed personnel are restricted from and shall not be allowed to return to any district site(s) without the submission of a written request from the contractor asking for approval from the district for the employee(s) to return to service. The contractor 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.

**9.5 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School Board. The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School Board.

**9.6 AGREEMENT:**

A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The bid, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between successful bidder and the District.

**9.7 LOCAL PREFERENCE:**

(a) Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, through sealed bids, the School District may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%) of the bid price.

2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of three percent (3%) of the bid price.

(b) Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business, as follows:

1. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).

(c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.



(d) Local Business definition. For purposes of this section, "Local Business" shall mean a business which:

1. has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the District; and
2. holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

(e) Certification. Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to meet the requirements. The purchase department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business. **COMPLETE ATTACHMENT D**

## **10. SPECIFICATIONS**

### **11.1 Service**

10.2.1 Provide all labor, tools, materials, equipment and vehicles necessary to complete moves described herein safely, responsibly and timely.

11.1.1.1 The contractor shall provide workforce and supervision of workforce.

11.1.1.2 The contractor will provide all lifts, dolly trucks, hoists, pads, and other materials or support equipment required and appropriate to complete the moves.

11.1.1.3 The contractor will provide vans or trucks as required and appropriate to complete the moves.

10.2.2 The contractor will exercise all caution in moving items to insure that the item and the buildings and grounds are not damaged. Particular attention should be given to the effect that dollies, hand trucks, etc., may have on floors and walls. All protective blankets, pads, runners, etc., necessary will be provided by the contractor.

10.2.3 All debris removal will be the responsibility of the contractor.

10.2.4 Repair of damages caused by contractor personnel in the course of moving will be the responsibility of the contractor. The District will provide notice of damages caused promptly upon completion of the work. Repairs will be made within 21 days of notice.

10.2.5 Items moved may include, but not be limited to, student desks, teacher desks, office desks, chairs, filing cabinets, bookcases, books, audio visual materials and supplies, televisions, and other miscellaneous furnishings and equipment normally found in a school setting.

10.2.6 The District reserves the right to require the contractor to provide firm estimates of total job costs before proceeding with any work. The District reserves the right to individually bid large moving jobs.

10.2.7 Hourly rates will apply from the time of arrival at the work site until satisfactory completion of the moving services, as determined by the District representative.

## **11. Invoicing and payment**

11.1 Invoices will be submitted monthly to the office designated by the District.

11.2 Payment will be made within 30 days of submission of a valid invoice and confirmation of the successful completion of the work.







### **BID FORM**

**In accordance with the terms and conditions of this bid request, we propose to all labor, materials, equipment and vehicles necessary to complete moves as ordered by the District at the following rates:**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>HOURLY RATE</u></b>
1.	Mover/laborer with materials & equipment, no transportation required- on-site move	_____ Per Man
2.	Mover/laborer with materials & labor, transportation required	_____ Per Man
3.	Mover/driver	_____ Per Man
4.	Moving van	_____
5.	Tractor/trailer	_____
6.	Mover/laborer with materials & equipment, no transportation required- on-site move, holiday and weekend rate	_____ Per Man
7.	Mover/laborer with materials & labor, transportation required Holiday and weekend rate	_____ Per Man
8.	Mover/driver, holiday and weekend rate	_____ Per Man

**Name of Company:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



## **ATTACHMENT A**

### **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: \_\_\_\_\_



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

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily 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 "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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



## ATTACHMENT C CONFLICT OF INTEREST

**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.

### 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. 11<sup>th</sup> Street, Panama City, FL 32401, prior to bid 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 D Local Preference in Purchasing



\_\_\_\_\_ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our HOME/MAIN OFFICE is located in Bay County. It is located at:

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\_\_\_\_\_  
(business address)

\_\_\_\_\_ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

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\_\_\_\_\_  
(business address)