



**Intent:** We desire to obtain bids from qualified firms relative to purchasing the specified approved equipment for the lighting fixture upgrades for the Mosley High School, Football Practice Field.

**Point Of Contact:** For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, with all such contact shall be by via email only, Mr. Rick Young CPPB, FCCM, Purchasing Agent, Bay District School Purchasing Department, @ [youngra@bay.k12.fl.us](mailto:youngra@bay.k12.fl.us). Such contact shall be for clarification purposes only.

**Addendum:** Any material changes to the bid shall be transmitted by addendum only. The Bidder, 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, than those transmitted by addendum prior to the bid award. The Bidder is solely responsible for verifying they have received all Bid Addenda. Addenda will be posted to the District Purchasing Department website, at the following address: <http://www.bay.k12.fl.us/bids>.

### 1) **GENERAL CONDITIONS:**

- 1.1 **Sealed Bid Requirements:** The Bidder shall submit a signed and complete bid, including all bid sheets and all other pages in which information is requested. The completed bid shall be submitted in a sealed envelope with the label provided herein, and or with the name and bid number clearly typed or written on the front of the envelope. All bids submitted not meeting said requirements shall be declared non-responsive and returned unopened to the bidder.
- 1.2 **Bid Opening:** Pursuant to Florida Statute 119.71-1. Bid openings will be public on the date and time specified herein. All bids received after the time indicated shall be rejected as non-responsive and returned unopened to sender. Any bids sent by email, fax, telegram, verbally, telephone or in person shall not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the proposal will not be announced.
- 1.3 **Public Records Law:** Pursuant to Florida Statute 119.071-1. Bids received as a result of this ITB will not become public record until *thirty (30)* days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will in accordance with Florida Statute listed herein will be open for inspection by any person except as may otherwise be provided by law.
- 1.4 **Acceptance & Rejection:** Pursuant to BDS, Board Policy Chapter-6 IV and Florida Statute 287-042:1-B. The Bay District School Board reserves the right to waive all formalities to accept, reject, any/all, bids, proposals, responses, and or any combinations thereof, deemed not in the best interest of the District. Any and all legal action necessary to enforce the terms, requirements, conditions and specifications of the bid shall be held in Bay County, Florida, and interpreted in accordance with the laws of the State of Florida.
- 1.5 **Protest Of Specification & Award:** Pursuant to BDS, Board Polices 6.104 and Florida Statute 120.57-3, with the ITB being posted on the date noted on the cover sheet. Bid specifications and 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 required period of 72 hours. Failure to file a protest of either specifications or intended awards within the time specified, and or, failure

to post bond, shall constitute a waiver of proceedings in accordance with the referenced policy and statute.

- 1.6 **Withdrawals:** A Bidder may withdraw their bid without prejudice to themselves no later than and prior to the day and hour set herein. All withdrawals shall be submitted via a written request only, to the District, General Manager of Purchasing, Contracting and Materials Management and or Purchasing Agent. All withdrawn bids shall be returned unopened to the bidder.
- 1.7 **Responses:** Vendors are required to submit one (1) original of their bid, on 8 ½" x 11" plain white paper, signed in ink by a company representative with contractually binding authority.
- 1.8 **Prohibition of Gratuities:** By submission of a proposal, a vendor certifies that no employee of the District has or shall benefit financially or materially from any such proposal or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
- 1.9 **Lobbying:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any District Employee, School Board Member or Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into and remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated point of contact listed herein. Any bidder and associated bid found to be in violation of this requirement shall be declared non-responsive, returned unopened, and the bidder facing possible disbarment.
- 1.10 **Collusion:** The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the bidder, with bids from individuals, partnerships, corporations, associations, firms, or other legal entity under the same or different names shall not be considered for possible award. Reasonable grounds for believing the bidder has interest in more than one bids for the same work, is sufficient cause for rejection of all bids in which they are believed to have interest in. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Bidders.
- 1.11 **Examination of Documents:** Bidders shall assume full responsibility to thoroughly examine these specifications and all other documents, or referenced materials listed herein, to conduct such investigations and visits as may be necessary, to thoroughly inform themselves regarding existing and other conditions relative to these specifications. No plea of ignorance by the bidder of conditions, that, or may hereafter exist, or omission of, on the part of the bidder to make said investigations and visits, or failure to fulfill in every detail the terms, requirements, conditions, specifications, promulgated herein, will be accepted as a basis for varying the requirements of the District or the compensation of the Contractor.
- 1.12 **Omission From Specifications:** The apparent silence of this specification and any Addendum regarding any omission from a detailed description specified herein, concerning any point shall be regarded as meaning only the best available units shall be provided, best commercial practices prevail, and that only materials and workmanship of first quality be used. All interpretations of this specification shall be made upon the basis of this agreement.

**1.13 Tie Bid:** Pursuant to Board Policies, Section 6.101, Identical and/or tie bids, preference shall be given to local businesses, or if there is none, to businesses who have the best performance record and or by casting lots (e.g. coin toss).

**1.14 Confidentiality:** Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from Chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from Chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within *10 calendar days* of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from Chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

**1.15 Local Preference:** A Local Preference is not permitted under Federally funded projects.

**1.16 Public Entity Crime:** Pursuant to Florida Statute 287.017 & 287.133. Any 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 for Category *Two (2)* for a period of *36 months* from the date of being placed on the convicted vendor list.

**Proposer shall execute Attachment A.**

**1.17 Conflict of Interest Disclosure:** Pursuant to Florida Statute Chapter 112 and BDS, Board Policy 6.3.132. Any award subject to provisions of the referenced policy and law stated herein. Any/all bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of *five percent (5%)* or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form.

**Proposer shall execute Attachment B**

- 1.18 Special Conditions:** In the event any conflict exists between the Special Instruction and General Instructions to the Bidder, the Special instructions shall have precedence.
- 1.19 Cost of Preparation:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- 1.20 Definitions:**
- The word, contractor(s), vendor(s), bidder(s), agent(s), are, and shall be, equal to, have the same meaning, definition and intent.
  - The word Bid(s), offer(s), proposal(s), quote(s), are, and shall be, equal to, have the same meaning, definition and intent.
  - The word and or abbreviation, BDS, District(s), School system(s), School Board(s), are, and shall be, equal to, have the same meaning, definition and intent.

## **2) VARIANCES & SUBSTITUTIONS:**

- 2.1 Pre-Qualification:** It is the preference of Bay District Schools, for bidders to only submit proposals on any of the three pre-qualified and approved light fixtures and accessories listed herein.
- 2.1 Proof of Equivalency:** At the sole discretion of the vendor. Bidders offering quotations on items other than the specified brands and model numbers listed herein, shall provide complete descriptive literature in sufficient detail to indicate the item bid meets or exceeds specifications. Failure to supply such information may result in rejection of your bid and or on the items in question. The District reserves the right to determine acceptability and the approval of any items offered as an equal to the ones specified.
- 2.2 Brand Names:** The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design.
- 2.3 Non-Conformance:** Any Items offered may be tested for compliance with bid requirements, conditions and specifications at any time. Any Items delivered, not conforming to these requirements may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in the bid or on a purchase order may be rejected upon delivery and or purchased on the open market, with any increases in cost charged against the awardee.
- 2.4 Samples:** In proof of equivalency or when samples are required, all samples shall be provided at no charge to the District, in the quantity and delivered to a specified point as requested herein. If not destroyed in evaluation?, a bidder may request the return of samples items at their own expense, with all unclaimed samples being disposed of *sixty (60) days* from the bid opening.
- 2.5 Patent Fees, Royalties, and Licenses:** If the vendor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the vendor and his surety shall indemnify and hold harmless the District from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the District from

any cost, expense, royalty or damage which the District may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

## **2) AWARD & PRICING:**

- 3.1 Provision Riders:** If selected, Bidders will be required to follow all Federal Contract Provision Riders, as required for any Federally funded procurement contracts.
- 3.1 Pricing:** Prices shall be firm, net of all discounts and in the units specified, all shipments via F.O.B. Destination, freight pre-paid, with the bidder paying all associated expenses, shipping, and handling and delivery charges.
- 3.2 Bid-Evaluation Criteria:** Bids shall be evaluated based on the following criteria:  
**(a):** Conformity to the bid terms, requirements, conditions specifications and requested information.  
**(b):** Individual item and or total cost, representing overall best value and or in the best interest of the District.
- 3.3 Award:** Pursuant to **Florida Statute 287.012-27, 287.012-25, 287-012-4.** Bids will be considered and awarded to a single or multiple vendors, on all or none basis, and or any combination thereof, whichever is determined to be the most responsive, responsible and in the best interest of the District. The Bay District Schools retains sole authority in determining which bid is in its best interest or value.
- 3.4 Intent of Award:** The successful bidder shall be notified in writing of the Districts intent to make award, requiring their signature and its return within a specified period of time, upon acceptance by the District said notice shall constitute a formal binding agreement to all parties involved, requiring compliance with all terms, requirements, conditions and specifications of the bid
- 3.5 Right to Negotiate:** The District reserves the right to negotiate contract 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.
- 3.6 Use of other Contracts:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per BDS, Board Policy and State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 3.7 Assignment:** Neither award of this bid nor any interest in said award may be re-assigned, transfer and or encumbered by any party without the prior written consent from the District. There shall be no partial assignments of this bid including, without limitation, the partial assignment of any right to receive payments from the District.

- 3.8 Purchase by other Public Agencies:** With the consent and agreement of the awarded contractor(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

#### **4) FINANCIAL AGREEMENT & TERMS:**

- 4.1 Purchase Agreement:** The bid, 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 bid, 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.
- 4.2 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 goods or services by the ordering cost center. Invoices shall bear the purchase order number.
- 4.3 Assignment of payment:** Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board. The district may require additional information from the Contractor as the district deems necessary to verify services provided under this bid. Payment shall be made in accordance with Florida Statutes 215.422 and 287.0585 which govern time limits for payment of invoices. Invoices returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the terms of the bid. A customer's failure to pay, or delay in payment, shall not constitute a breach of the contract and shall not relieve the contractor of its obligations to the District.
- 4.4 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. For contracts relating to the purchase of construction services which include the contractor providing equipment, materials or supplies, sales tax will be payable by the contractor on all such products purchased. The School Board sales tax exemption does not apply to construction 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 bid price.
- 4.5 Financial Consequences:** The District reserves the right to withhold any/all payments for an indefinite period of or expedite appropriate remedies to correct deficiency when the vendor has failed to perform or comply with all the provisions of the contract, after a notice to correct has been issued. Payment shall only be released until the resolution of all issues has been made to the satisfaction of the District.

#### **5) SHIPPING & RECEIVING:**

- 5.1 Delivering to Redmond Warehouse:** Warehouse receiving hours are Monday through Friday, excluding state holidays and days during which the school district administration is closed) 7:00

a.m. to 2:00 p.m. CT. Vendors shall contact and schedule all deliveries forty eight (48) hours prior to via 850-767-1820.

- 5.2 Shipping Designations:** Prices shall include all associated expenses, for shipping, handling, and transportation, via F.O.B Destination, freight pre-paid to a specified point of delivery. Loading dock and forklift are available to assist in delivery.
- 5.3 Transfer of Title & Acceptance:** Title to goods shall only pass to the District upon:
- (a)** Receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods, with acceptance only occurring when goods and or services are paid for.
  - (b)** The shipper will prepay all transportation charges. The District will not accept or collect freight charges.
  - (c)** No premium carriers will be used for the District's account without prior written consent of the District's Purchasing Agent or Director.
- 5.4 Claims Responsibility:** It shall be the sole responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with obvious and or concealed damage. The contractor shall be notified immediately when such conditions exist, in turn requiring a confirmation of claim email from the carrier within *(24) twenty four* hours of said notification.
- 5.5 Risk of Loss:** The Bidder assumes the following risks:
- (a)** All risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided.
  - (b)** All risks of loss or damage to third persons and their property until delivery of all goods as herein provided.
  - (c)** All risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District.
  - (d)** All risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.
- 5.6 Packing:** All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed to by the District prior to shipment.
- 5.7 Packing Slips:** It will be the responsibility of the Vendor to attach all packing slips to the outside of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment may result in possible refusal of shipment and return at vendor's expense.



**6) EQUIPMENT SPECIFICATIONS & BID SHEET:**

**Option-1: Seco and Sport Lighting Manufacture:**

24-Each: Seco TGS # SPL2-1250-40-H-D-4	Unit Cost: \$ _____
12-Each: Seco TGS # SPL2-1250-40-H-D-5	Unit Cost: \$ _____
6-Each: Sports Lighting # S6-C6-WPG	Unit Cost: \$ _____
	Opt-1 Tot: \$ _____
Lead Time for Delivery from Date of Order	Days: _____

**Option-2: SpecGrade and Lyte Manufacture:**

8-Each: SpecGrade #SPL2-1250-40K-40-V04-BL-TL-VDIM	Unit Cost: \$ _____
20-Each: SpecGrade #SPL2-1250-40K-25-V04-BL-TL-VDIM	Unit Cost: \$ _____
4-Each: SpecGrade #SPL2-1250-40K-15-V04-BL-TL-VDIM	Unit Cost: \$ _____
4-Each: Lyte Poles #CRT-06	Unit Cost: \$ _____
2-Each: Lyte Poles #CRT-04	Unit Cost: \$ _____
	Opt-2 Tot: \$ _____
Lead Time for Delivery from Date of Order	Days: _____

**Option-3: Lighting Solutions and General Structures Manufacture:**

60-each: Vivid #WDXT1000-40K-TS3-UNV2-GR-D1-SG	Unit Cost: \$ _____
12-Each: General Structures #CRS-05	Unit Cost: \$ _____
	Opt-3 Tot: \$ _____
Lead Time for Delivery from Date of Order	Days: _____

**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.**



<b>DELIVER TO:</b>	THE SCHOOL DISTRICT OF BAY COUNTY PURCHASING DEPARTMENT 1150 WEST 17 <sup>TH</sup> STREET PANAMA CITY, FL 32405
<b>SEALED BID</b>	<b>DO NOT OPEN</b>
SEALED ITB NO:	Bid Request No. #20- 01
ITB TITLE:	Lighting Upgrade- Mosley High School, Football Practice Field
DUE DATE/TIME:	<b>August 20, 2019 at 2:00 PM CT</b>
SUBMITTED BY:	_____
	NAME OF COMPANY

**ATTACHMENT A  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires:

\_\_\_\_\_  
**Notary Stamp**

## ATTACHMENT B CONFLICT OF INTEREST

**CONFLICT OF INTEREST:** 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.

### 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 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 C**

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

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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 #20-01, Lighting Upgrade – Mosley High School  
RFP Name & Number

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

**ATTACHMENT “D” CONTINUED**

**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

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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.