



Bay District Schools  
1150 West 17th Street  
Panama City, FL 32405  
850-767-4209

# Request For Proposals (RFP)

DUE DATE: Proposals due at 2:00 p.m. Central Time (CT):  
**OCTOBER 16, 2025**

RFP NO.:  
**26-02**

RELEASE DATE :  
**SEP 30, 2025**

POSTING DATE FOR AWARD  
RECOMMENDATION:  
(on or about)  
**Oct 22, 2025**

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 Bids may not be withdrawn for 90 days after due date.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 will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

**District-Wide Maintenance & Repair Service  
(HVAC, Electrical, Plumbing)**

## 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 Request for Proposal (RFP) 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 Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP 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 have not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP 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.

## SECTION 2: Submittal Requirements

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

☐ Bid Bond

☐ Descriptive Literature

☒ Licenses

☐ Manufacturers Authorization

☒ References

☒ Bidder Questionnaire

☒ Other Page 20-21

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

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**BID IDENTIFICATION LABEL**

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your RFP. Place the proposal in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The School Board Purchasing office is open from 8:00 a.m. - 4:00 p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

|  |  |                            |  |
|--|--|----------------------------|--|
| <b>Sealed Bid – DO NOT</b>   |  | <b>Sealed Bid – DO NOT</b> |  |
| <b>Repair RFP Title: HVAC, Electrical and Plumbing Preventative Maintenance<br/>&amp; Repair District Wide</b> |  |                            |  |
| <b>RFP No.:</b>  | <b>26-02</b>   |                            |  |
| <b>Opening Date:</b>   | <b>October 16, 2025 @ 2:00 P.M.</b>  |                            |  |
| <b>From</b>  | -  |                            |  |
| <b>Address:</b>  | -  |                            |  |
| <b>Deliver</b>   | Bay District Schools<br>Purchasing Department<br>1150 West 17 <sup>th</sup> Street<br>Panama City, Florida |                            |  |
| <b>Sealed Bid – DO NOT</b>   |  | <b>Sealed Bid – DO NOT</b> |  |

## I. GENERAL TERMS AND CONDITIONS

1. **INTRODUCTION:** The School Board of Bay County Florida, AKA Bay District Schools (the “Board” or “BDSB”) is soliciting proposals for the purpose of identifying qualified HVAC, Electrical and Plumbing system contractors and establish firm pricing to provide labor, parts and materials to perform preventive maintenance and repairs on HVAC, Electrical and Plumbing systems and related components on an as needed basis district wide. Bidders may provide a single proposal for one (1) or more of the three (3) trades.  
  
Bay District Schools is the public-school system for Bay County, Florida comprising of eighteen (18) elementary schools, six (6) middle schools, five (5) high schools, two (2) multi-grade schools, one (1) Vocational/Technical College, Three (3) special purpose schools, and one (1) charter school. One (1) Administrative building, (1) one Wellness Clinic, (4) four Support Offices/facilities, with an approximate 22,500 full time students attending our school system on a daily basis.
2. **SCHOOL BOARD CONTACT:** All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on the title page. All contact and requests for clarifications should be submitted via e-mail to: [fulled@bay.k12.fl.us](mailto:fulled@bay.k12.fl.us) no later than **October 8, 2025**. Responses will be distributed no later than **October 9, 2025**. Prospective bidders shall not contact any member of the Bay District Schools Board, Superintendent or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
3. **DEFINITIONS:** The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term “School Board” refers to the School Board of Bay County, Florida.
4. **PRE-BID MEETING:** A Pre-Bid meeting will start at the Bay District Schools, Staff Development Lab, first floor, 1311 Balboa Ave, Panama City FL 32401, on Monday, October 6, 2025 @ 2:00pm CST. This is a non-mandatory meeting; however, it will be the only opportunity for you to receive face-to-face Q&A prior to bid due date. Attendance is strongly encouraged. If you are not the prime bidder but attending on behalf of another, please make note of this when signing the attendance roster.
5. **BIDDER’S RESPONSIBILITY:** It is the responsibility of the bidder to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. RFP package and addenda as well as general information can be found at [www.bay.k12.fl.us/bids](http://www.bay.k12.fl.us/bids) [www.publicnoticesbaycountyfl.gov](http://www.publicnoticesbaycountyfl.gov) Before submitting their proposal, each bidder is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this RFP.
6. **CONE OF SILENCE:** Any Contractor or lobbyist for a Contractor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, 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 the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Contractor or lobbyist who violates this provision may result in rejection or disqualification of said solicitation.
7. **LOBBYING:** 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 School Board Member, Superintendent or BDS personnel after the release of the solicitation and prior to the time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as “lobbying”.
8. **PROHIBITION OF GRATUITIES:** By submission of a proposal, a Contractor certifies no employee, or direct family member of BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.
9. **AWARD** In the event of contract award, this contract shall be awarded to the responsible and responsive Proposer(s) whose proposal is determined to be the most advantageous to Bay District Schools, taking into consideration price and other requirements as set forth in the RFP. Due to the potential for the existence of overlapping projects at any given time, it is in the best interest of Bay District Schools to award this contract to multiple vendors, creating a list of pre-approved contractors meeting all specifications listed herein and offering the most advantageous overall proposal(s) to Bay District Schools. **Low-cost proposal is but one of the evaluation parameters and does not guarantee contract award.** The awarded contractor(s) understands and agrees that the contract shall not be construed as an exclusive agreement and further agrees that Bay District Schools may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor’s services. Proposers are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this RFP shall conform to applicable SLD Rules, School Board Rules, State Board Rules, and State of Florida Statutes. Once proposals are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting on or about **October 22, 2025** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **October 28, 2025** meeting.

10. **TERM:** The initial term of this contract will be after the date of School Board approval, on or about **November 1, 2025 through October 31, 2026**, and may, by mutual agreement between Bay District Schools Board and the awardee(s), upon final School Board approval, be extended for four (4) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.
11. **RESERVATION FOR REJECTION OR AWARD:** The School Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low proposal or, if an alternate proposal is accepted, on such terms as are specified for the alternate proposal, whichever manner is in the best interest of the School Board.
12. **CONTRACT:** The submission of your proposal constitutes a firm offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this RFP. The RFP and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the RFP documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
13. **FIRM OFFER:** Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this RFP. Such offer shall be held open for a period of sixty (60) days from RFP opening date or until one of the proposals has been awarded by the School Board.
14. **CONFIDENTIALITY:** Bidders shall be aware that all proposals provided with an RFP are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
15. **PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION:** In accordance with State Requirements for Educational Facilities (S.R.E.F.), 2014, Chapter 4, Section 4.1, Prequalification of Contractors for Educational Facilities Construction: contractors shall hold a current Bay District Schools Board - Prequalification Certificate at the time of contract award. **PREQUALIFICATION IS NOT REQUIRED AT TIME OF BID SUBMISSION.** Refer to Bay District Schools, School Board Policy Manual for prequalification application process. The School Board will prequalify contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1). Certificates will be valid for one year from the date of School Board approval and must be renewed annually.
16. **PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP 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 proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.
17. **AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT** To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:  
  
Keep and maintain public records required by BDSB to perform the service.
  - A. Upon request from BDSB's custodian of public records, provide BDSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
  - B. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to BDSB.
  - C. Upon completion of the Agreement, transfer, at no cost to BDSB, all public records in possession of the Contractor or keep and maintain public records required by BDSB to perform the service. If Contractor transfers all public records to BDSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BDSB, upon request of BDSB's custodian of public records, in a format that is compatible with the information technology systems of BDSB.
  - D. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to BDSB.

## **PUBLIC RECORDS NOTICE**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF COMMUNICATIONS, AT**

- 18. USE OF OTHER CONTRACTS:** The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this RFP, If it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.
- 19. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this RFP agree that such response also constitutes a proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein, also known as "piggybacking." Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
- The purchasing agreements and state term contracts available under s. 287.056, 287.057 have been **reviewed by Dan Fuller, Sep 24, 2025.**
- 20. RFP PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 21. BID BONDS AND PERFORMANCE BONDS:** Bid bonds, *when required* shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 22. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Bidder.
- 23. CLARIFICATIONS AND INTERPRETATIONS:** The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposal. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- 24. EVALUATION:** An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in this RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
- 25. DEFAULT:** In the event that an awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.
- 26. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:**
- A. WITH CAUSE:** In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

- B. WITHOUT CAUSE:** The School Board or its designee reserves the right to terminate any contract resulting from this RFP at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.
- C. FUNDING OUT:** Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release Bay District Schools Board of all further obligations in any way related to such equipment covered herein".

- 27. DISPUTE:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name:

Telephone Number: \_\_\_\_\_

Our School Board Representative will be: Hand, Arendal, Harrison & Sale (850)769-3434.

- 28. PROTESTING BID SPECIFICATIONS:** School Board Policy 6326; Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Failure to follow any other requirements in the bid protest procedures established by Bay District Schools Board shall constitute a waiver of all protest rights.

- 29. PROTESTS TO CONTRACT AWARD:** School Board Policy 6326; The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Bay District Schools Board consistent with F.A.C. Rule 28-110.005(2). The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an administrative hearing in which the action is brought and any subsequent appellate court proceeding. **For the purpose of calculating a protest bond, this contract is valued at approximately \$500,000.** This is only an estimate and actual volume could vary up or down. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 30. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Bay County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of

these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

- 31. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the RFP that the bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

- 32. NONDISCRIMINATION NOTIFICATION:** Responding Bidder/Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

- 33. LOCAL PREFERENCE:** Local Preference will not be used in determining contract award.

## **II. LICENSURE, INSURANCE AND LIABILITY**

- 1. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Bay County, Panama City, or the State of Florida.
- 2. WORKER'S COMPENSATION:** Bidders shall obtain, and maintain during the life of the contract, Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all its employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 3. LIABILITY:** Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a RFP award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.
- 4. INSURANCE AND INDEMNIFICATION:** Within Seven (7) working days of notice of award and before doing any work, Bidder/Contractor(s) shall provide Certificates of Insurance evidencing that the following mandatory coverages are in force. Policies shall remain in force for the duration of the contract period. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
  - A. Business Auto Policy:** Bidder/Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Bidder/Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Bidder/Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.
  - B. Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
  - C. Additional Insured Requirements:** Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization



endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of the award to exceed the above limits, the Bidder/Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.

- D. **Additional Insured Requirements:** Bidder/Contractor shall agree, by submitting a proposal to this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Bidder/Contractor shall agree to notify the insurer and request the policy be endorse with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Bidder/Contractor enter into such an agreement on a pre-loss basis.
  - E. **Subcontractors:** It shall be the responsibility of the Bidder/Contractor to ensure that all subcontractors comply with the same Insurance requirements referenced above.
  - F. **Deductible Amounts:** All deductible amounts shall be paid for and be the responsibility of the Bidder/Contractor for any and all claims under the resulting awarded contract.
  - G. **Umbrella or Excess Liability:** Bidder/Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."
  - H. **Right to Review:** District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.
5. **RISK OF LOSS:** The bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) 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 Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.
8. **PUBLIC ENTITY CRIMES:** Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
9. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

### III. GOODS AND SERVICES

- 1. **WARRANTY:** All goods and services furnished by the bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible. See Section V.I and V.J.
- 2. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Bay County, Florida to a secure area or inside delivery (FOB Destination). ***The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes. Copy of tax exemption certificate available upon request.***
- 3. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges.

The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

4. **PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established prices with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the item(s) if the following conditions occur:

- A. There is a verifiable price increase of the bid item(s) to the contract supplier.
  - B. The contractor submits to the School Board, in writing, notification of price increases.
  - C. The price increase shall be comparable to documented manufacturers or distributors' price changes or changes in industry related indices.
  - D. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.
5. **QUANTITIES:** Quantities listed in the RFP are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this RFP. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the pricing or the terms and conditions of the RFP.
  6. **MOST FAVORED CUSTOMER STATUS:** The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggy-back contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, BDSB reserves the right to purchase the item(s) from the state of Florida or alternate piggy-back contract.
  7. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment.
  8. **PURCHASING CARDS:** The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third-party payment, i.e. PayPal or CashApp, will be considered.

#### IV. BIDDER REQUIREMENTS

1. **REFERENCES:** Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" see Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, educational and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.
2. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions, which implement the requirements of Bay District Schools Board, School Board Policy Manual and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract. Finger Printing and Background Check: The bidder/contractor agrees to comply with all requirements of Bay District Schools Board, School Board Policy Manual and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Bay District Schools Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/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 School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Board, Safety & Security Department.

Where: Bay District Schools –  
Police/Safety & Security Department  
Springfield Safety and Security Center  
520 School Avenue  
Panama City, Florida 32401

When: Monday-Friday 7:30 a.m. – 4:00 p.m.  
Monday-Thurs 6:30 a.m. – 4:00 p.m. (summer)

Phone: 850-767-4347

3. **BAY DISTRICT SCHOOLS BOARD POLICIES**, School Board Policy Manual is subject to review and change. As a provision of this contract, if awarded, any changes made to this manual will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.
4. **RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES**: Reciprocity will be considered by BDS on a case-by-case basis. If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Bay District Schools vendor I.D. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.
5. **IDENTIFICATION**: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.
6. **CONTACT WITH STUDENTS**: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.
7. **WEAPONS AND FIREARMS**: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property, to include vehicles, and any setting that is under the control and supervision of the School Board as specified in School Board Policy Manual. Violations will be subject to the immediate termination of the contract at a minimum.
8. **VAPING, SMOKING AND TOBACCO PRODUCTS**: Vaping, smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A warning will be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
9. **ATTIRE**: Proper attire shall be worn at all times.
  - A. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
  - B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
  - C. Proper shoes to ensure the individual's safety shall be worn at all times.
10. **INSPECTIONS AND TESTING**: The School Board will have the right to inspect and test any of the goods or services covered by this RFP. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to ensure corrective action was taken.
11. **STOP WORK ORDER**: The School Board may at any time, by written notice to the Bidder/Contractor, stop all or any part of the work for this contract award. Upon receiving such notice, the bidder/contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions. Stop Work Order may be issued for the following reasons (not all inclusive):
  - A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.

- B. The contractor's activities result in damage to School board property.
  - C. The contractor's activities interfere with the normal operation of the facility.
  - D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
  - E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.
12. **SAFETY:** The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
  - B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
  - C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
  - D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
  - E. All debris shall be removed to an environmentally approved landfill or recycling center.
13. **EMERGENCIES:** In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.
14. **DAMAGE TO SCHOOL BOARD OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty- four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.
15. **SUBCONTRACTING:** The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.
- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting. Subcontractors may only be approved in writing by the Deputy Superintendent of Facilities & Maintenance.
  - B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of RFP prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
  - C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all the terms and conditions of this Agreement.
  - D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
  - E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to Bay District Schools Board, School Board Policy Manual and the Jessica Lunsford Act.

**16. ON-CAMPUS DIRECTIVES**

- A.** Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the School Log Book provided in the administrative office of each campus.
  - B.** Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
  - C.** All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board. All doors and gates shall be closed and locked in accordance with School Board Secure Campus Policy.
  - D.** No family or friends of employees are permitted on School Board property. No one other than approved and screened employees of the contractor may be on site.
  - E.** The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
  - F.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.
  - G.** Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- 17. BIDDER ACCESSIBILITY:** The successful bidder shall provide a liable and responsible representative to be accessible by a Bay County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.
- 18. CONTACT PERSON:** The successful Bidder/Contractor shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize the scope of work and changes to the scope of work.

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## V. PERFORMANCEREQUIREMENTS

**A. INTENT:** It is the intent of the Board to establish fixed prices for preventative maintenance and repair services as specified herein. The Board is requesting proposals from experienced, professional, Licensed Mechanical Contractors for performing individual projects that are not identified at the time of entering into the contract. The awarded contract will establish firm fixed hourly rates as well as, when applicable, a materials markup percentage. It is the intent of the Board to establish a one (1) year, contract to provide services as needed and specified herein for the period November 1, 2025 – October 31, 2026. The Board reserves the right to renew the contract award for four (4) additional one (1) year periods upon mutual agreement in writing

**B. PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION:** Refer to Bay District Schools, School Board Policy Manual for prequalification application process. PREQUALIFICATION IS NOT REQUIRED to submit a proposal to this RFP.

**C. VENDOR QUALIFICATIONS:** These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP.

1. At the time of submitting their proposal, and throughout the term of this Agreement, the Licensed Electrical Contractor, “the Contractor” shall be: experienced, knowledgeable and properly licensed in the State of Florida with all necessary licenses, registration, and certifications while providing these services to work in Florida and Bay County. Copies of all related licensure documentation shall be submitted and included as part of the proposal response.
2. ***Throughout the term of this Agreement, the Contractor must hold a valid Certificate of Prequalification from the Bay District Schools Facilities department. Prequalification may be obtained after bid submission. Copies of the qualifier’s BDS Prequalification Certificate may be submitted with the bid proposal.*** At the time of submitting their proposal, and throughout the term of this Agreement, the HVAC vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Mechanical or Class A Air Conditioning Contractor. The Electrical vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Registered Electrical Contractor. The Plumbing vendor shall hold and maintain an active valid certified license with the Department of Business and Professional Regulation of the State of Florida as a Certified Plumbing Contractor. Copies of the qualifier’s Florida State license shall be submitted with the bid proposal.
3. The vendor submitting their proposal shall have been in business for a minimum of five (5) years as a Heating and Air Conditioning (HVAC) contractor, Electrical contractor or Plumbing contractor doing system installation for commercial, industrial and institutional customers, and shall present documentation verifying that experience.
4. The **HVAC vendor** shall employ, throughout the term of this Agreement, at least two (2) full time technicians that are properly trained and certified in refrigerant handling, recovery, and storage. Technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. Technicians shall be certified to work on natatorium pool water systems. Technicians shall be certified to work on HVAC control systems. The vendor shall submit with their proposal, copies of all technicians’ EPA Universal Refrigerant Transition and Recovery Certification.
5. The **Electrical vendor** shall employ, throughout the term of this Agreement, at least two (2) full-time technicians who are properly trained and licensed in electrical installation, maintenance, and repair. Technicians shall have documented training in arc flash hazard recognition, personal protective equipment (PPE) requirements, and lockout/tagout (LOTO) procedures in accordance with OSHA regulations. Technicians shall be certified to work on lighting controls and low voltage systems. Technicians shall hold a current State of Florida journeyman or master electrician license, or equivalent as recognized by Florida statutes and local jurisdiction requirements. The vendor shall submit with their proposal copies of all technicians’ active electrical licenses and applicable certifications.
6. The **Plumbing vendor** shall employ, throughout the term of this Agreement, at least two (2) full-time technicians who are properly trained and licensed in plumbing installation, maintenance, and repair. Technicians shall hold a current State of Florida journeyman or master plumber license, or equivalent as recognized by Florida statutes and local jurisdiction requirements. Technicians shall possess the required backflow prevention assembly testing and repair certifications for potable, fire, and irrigation water systems. The technicians shall be certified to work on potable well water treatment systems such as the system at Waller Elementary School. Technicians shall be certified to work on irrigation systems. The vendor shall submit with their proposal copies of all technicians’ active plumbing licenses and applicable certifications.
7. Bay District Schools is interested in identifying vendors that have technicians with specific qualifications on **Direct Expansion 100% Outside Air Units**. Any bidder who has certifications specific to this line of equipment is highly encouraged to submit said

documentation along with their bid.

**8. The vendor shall maintain offices, shop facilities and personnel located in the counties of Bay, Walton, Holmes, Washington, Jackson, Calhoun, Gulf County, Florida.** The vendor shall be accessible, toll free by telephone from Bay County during regular business hours. The vendor shall submit a list of the names and all cellular phone numbers of their service managers, service supervisors, service salesmen, service technicians and service dispatchers. An answering service for emergencies capable of contacting vendor's appropriate staff shall be available on a twenty-four (24) hour basis during the term of this Agreement.

**9.** The vendor shall supply a list of all service technicians who will be performing service to Bay District Schools during the term of this Agreement. As personnel turnover, contractor will inform School Board and provide updated documentation. The list should include the following information:

- a. Technician's years of commercial HVAC service experience.
- b. Technician's assigned office location.
- c. Technician's list of qualifications.
- d. Copies of resumes and all supporting certifications

**10.** All required vendor qualification documents shall be submitted with the proposal. All qualification documents shall be evaluated by Bay District Schools before any recommendation of award will be made. During the term of this Agreement, any change in the license status of the vendor, vendor's subcontractor(s) if allowed, or technicians' certificate status, shall be reported, in writing, to Bay District Schools Authorized Representative within five (5) working days of the occurrence.

**11.** While not expected, the awarded vendor shall have the capability to simultaneously perform work at multiple locations throughout Bay District Schools when requested to do so. Example of situations include hard-freeze, after storm or major power outage.

**12.** It is the responsibility of the vendor to comply with all codes and regulations as they pertain to performance of the work under the terms of this Agreement.

**D. ADMINISTRATIVE PROCEDURES FOR PROJECTS ESTIMATED NOT TO EXCEED \$50,000:** It is the intention of the Board to contract with the most qualified and responsive Contractor able to expeditiously complete a project at a competitive cost to the Board. The Board will endeavor to equally distribute individual projects between the awarded contractors. Factors that will be considered include, but are not limited to, contractor ability to meet the project timeline and cost. The firm prices as proposed under this agreement will be the basis for all services/billings as a result of performance of award under this contract.

1. Contractor shall be notified of the project and site location.
2. When necessary, a mutually agreed upon date and time shall be arranged between the Contractor and School Board project coordinator responsible for overseeing the project.
3. After a general overview of the project is given to the Contractor on site or verbally, Contractor shall prepare a written proposal using the Work Order Form as shown in Exhibit J to include but not limited to:
  - a. A brief description of work to be completed
  - b. Number of labor hours estimated to complete the project
  - c. Material and/or equipment cost estimate if applicable
4. Upon acceptance of the job estimate and issuance of a purchase order, the contractor will be requested to perform the project specific duties as assigned. The timeframe of each project will be "as required" and at the direction of Bay District Schools appointed project coordinator. The project will be deemed complete when the work has been reviewed and approved by the project coordinator or designee. Once completed, the contractor should submit to the project coordinator or designee, an itemized invoice showing date, location, hourly labor rates for all position titles and materials (cost and mark-up) necessary for each individual project assigned.

**E. ADMINISTRATIVE PROCEDURES FOR PROJECTS ESTIMATED TO EXCEED \$50,000:** Projects anticipated to exceed \$50,000 will be subject to a separate competitive procurement process. Projects that exceed \$50,000 may not be sub-divided into separate projects in order to circumvent such requirement.

**F. SCOPE OF WORK:**

1. The contractor shall furnish, at their expense, all supervision, equipment, tools, machinery, labor, materials transportation and other items and services necessary to fully accomplish the project as assigned in accordance with the terms, conditions and specifications of this RFP.
2. All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, without exception, the contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.
3. The contractor is responsible for the protection of all buildings, structures and utilities that are under or above ground or on the surface, from their operations that may be hazardous and/or damaging to said facilities.
4. The contractor is responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.
5. The contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. At completion of work the contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave project in ready-to-use condition.

**G. EMERGENCY AND ROUTINE BASIC SERVICE REQUIREMENTS:**

1. Where an **emergency** is deemed to exist by a District Authorized Representative, the contractor shall be required to respond with a verbal notice to proceed. This response must result in the arrival of a technician at the designated facility within **two (2) hours** of notification.
2. **Routine service** will be initiated by Bay District Schools and will be in accordance with OEM specifications and the terms of this contract. When a call is placed for routine service, the contractor will be required to respond to this service request within **forty-eight (48) hours**.

**H. INCLUDED SERVICES:**

1. The **HVAC contractor(s)** shall provide complete maintenance, service, repair, and/or replacement and other services, including but not limited to the following equipment, parts, and system requirements; inspections, testing, maintenance, calibration, repair or replacement, adjustment, heating elements, motors, enthalpy wheels, dampers, controllers, microprocessor, outside air louver, fans, coupling, shafts, fan blades, belts, pulleys, and bearings, coils, refrigerant piping, thermostats, thermostat programming, humidistat, expansion valves, metering device, interior and exterior caulking and sealing, condensate drains, compressors, filters, dryers, starters, solid state starters, contactors, relays, equipment disconnect switches, variable speed drives, insulation including resealing of fiberglass insulation and edges with proper white breather weather barrier mastic.
2. The **Electrical contractor(s)** shall provide complete maintenance, service, repair, replacement, inspection, testing, calibration, and adjustment of all electrical equipment, systems, and components, including but not limited to: service panels, subpanels, breakers, fuses, disconnects, transfer switches, motor control centers, starters, contactors, relays, variable frequency drives, motors, heating elements, transformers, wiring, conduit systems, lighting and controls, receptacles, timers, grounding, bonding and arc flash hazard assessment.
3. The **Plumbing contractor(s)** shall provide complete maintenance, service, repair, replacement, inspection, testing, calibration, and adjustment of all plumbing systems and components, including but not limited to: potable well water systems, potable water supply and distribution piping, sanitary drainage systems, stormwater piping, fixtures, faucets, valves, water heaters, mixing valves, pumps, backflow prevention assemblies, drains, traps, and related controls. Work shall include clearing blockages, repairing leaks, resealing joints, insulating piping, and weatherproofing penetrations.
4. Inspections, routine and emergency repairs, overhauls, and preventive maintenance shall be performed in strict accordance with the OEM's specifications and recommendations.
5. All labor, materials, testing and parts required for the repair and preventive maintenance of the specified equipment, including, but not limited to, all refrigerants, lubricants, chemicals, paints, belts, lamps and gaskets and other repair parts.



6. Insulation removed for maintenance or dislodged by age shall be reinstalled in a manner consistent with manufacturer's instructions for application and shall be properly sealed with mastic for permanency and so no fiberglass is in contact with the airstream. Tape is not allowed to be used to seal insulation.

7. Primer and paint shall be applied where required to prevent deterioration of the equipment.

8. The contractor(s) shall be responsible for any ceiling, walls, electrical system, floor and/or duct repairs, in addition to the equipment and its access panels, damaged as a result of equipment or panel removal for servicing. The contractor(s) shall ensure that all access panels and screws are installed and fit correctly after servicing equipment.

I. **WARRANTY:** All new work and materials supplied by the contractor(s) shall be warranted for a minimum period of one (1) year. Maintenance work shall be warranted for a period of ninety (90) days, and the contractor(s) shall remedy any defects for a minimum of ninety (90) days from the date of final acceptance. All labor and materials used shall be documented on the contractor(s) service reports. Unless otherwise specified, warranty repairs shall be corrected immediately upon receipt of the written or oral notice. If the contractor(s), after notice, fails to proceed promptly with the terms of the warranty, Bay District Schools may have the defects corrected and the contractor(s) will be liable for all expense incurred. Such action shall not relieve the contractor(s) of further warranty liabilities. The provisions of this section apply equally to work done by subcontractors, as well as to work done by direct employees of the contractor. The contractor(s) shall be the responsible entity for work performed by subcontractors.

J. **PRE-EXISTING WARRANTY:** Some or all equipment or parts covered under this Agreement may be under Warranty. The awarded vendor(s) will be held responsible for dealing with the contractor and/or the OEM for all warranted equipment from the date of award. The vendor will be responsible for obtaining warranty work and/or parts from the appropriate party, providing labor as necessary, for all of the air conditioning equipment. However, the equipment shall be considered "as is" and shall be covered under this Agreement as of the effective date.

K. **SYSTEM FAILURE:** Should any of the contractor(s) activities result in a building system failure, or shutdown of any part of a HVAC, Electrical or Plumbing system, the vendor is required to immediately inform Bay District Schools Authorized Representative and follow up with a written notice within twenty-four (24) hours. The written notification shall state the reason the equipment is not in service, when repairs will be completed and the system back in full operation. The contractor shall make every effort to expedite the service and minimize the disruption to the location being serviced and shall employ every ordinary and extraordinary effort to minimize system down time.

L. **SYSTEM CONDITION:** Whenever services are provided, the contractor shall ensure that the HVAC, Electrical and/or Plumbing equipment and systems are left in an operable condition. The contractor shall document all services performed and submit said documentation with their invoice for services.

M. **WORKING DAY:** The normal working hours for Bay District Schools are between 7:00 a.m. and 5:00 p.m. Monday through Friday. Projects will be mutually scheduled as required by Bay District Schools interests. Such scheduling will include off hours, weekends and holidays.

N. **OVERTIME:** Bay District Schools shall allow overtime payment at a maximum rate not to exceed one and one half (1 ½) times the awarded hourly rate quoted by the Contractor(s) in its Bid. The overtime allowance shall only be provided in those circumstances where expressly agreed upon by Bay District Schools Authorized Project Coordinator and only prior to the commencement of the overtime work. Furthermore, overtime work shall not be allowed during the normal workday. If overtime is required due to the late arrival of the Contractor(s) crew to the Relocation Project site, no overtime shall be allowed to complete the Relocation Project on schedule.

O. **DISCRIMINATION:** Bidder(s) doing business with Bay District Schools are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods and training selection.

P. **NON-EXCLUSIVE:** Bay District Schools reserves the right to perform, or cause to be performed, the services herein described in any matter it sees fit, including, but not limited to, award of other contracts, utilization of existing State or County contracts, or to perform the work with its own employees.

Q. **SAFETY:** The awarded contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of Bay District Schools. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.

**R. EMERGENCIES:** In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized District representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

**S. DAMAGE TO DISTRICT OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to Bay District Schools within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized District representative, may make repairs that are deemed within its capability. Bay District Schools reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to Bay District Schools operations. Costs of any replacement or repairs made by Bay District Schools for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. **This shall not prevent Bay District Schools from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor.**

**T. EQUIPMENT:** All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injury to the operator or the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, fire drills, etc. Proper and safe operation of all equipment is the contractor's responsibility.

**U. CONTRACTOR ACCESSIBILITY:** Contractor shall be accessible by a Bay County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time

**V. STOPPAGE OF WORK:** Bay District Schools reserves the right to stop work on any project if, in the opinion of Bay District Schools Authorized Representative or the Inspector:

1. Materials or work are not in conformance with the OEM specifications, applicable codes, standards, District specifications and/or accepted practices.
2. The contractor's activities result in damage to District property.
3. The contractor's activities interfere with the normal operation of the facility.
4. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities the contractor's personnel have not received their Level II background clearances.
5. Any other condition, situation, or circumstance which, in the opinion of Bay District Schools Authorized Representative or Inspector, would be a detriment to the best interests of Bay District Schools if allowed to persist.

**W. INSPECTION OF WORK:** Bay District Schools reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by Bay District Schools will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by Bay District Schools to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

**X. The HVAC CONTRACTOR(s) at their own expense shall maintain a stock of the most common parts necessary to service the units. Among the stocked parts shall be filters, compressors, fan motors, belts, pulleys, thermostats, humidistats, electronic boards, relays and contactors. Such parts shall be maintained readily at hand to allow completion of all work, whenever possible, on the same day as arrival on-site, and shall be in the service technician's vehicle when performing the system checks or repairs.**

**Y. The ELECTRICAL CONTRACTOR(s), at their own expense, shall maintain a stock of the most common parts necessary to service electrical systems. Among the stocked parts shall be breakers, fuses, contactors, relays, switches, receptacles, lighting ballasts/drivers, lamps, timers, GFCI/AFCI devices, and other frequently used electrical components. Such parts shall be maintained readily at hand to allow completion of all work, whenever possible, on the same day as arrival on-site, and shall be in the service technician's vehicle when performing system checks or repairs.**

**Z.** The **PLUMBING CONTRACTOR**(s), at their own expense, shall maintain a stock of the most common parts necessary to service District plumbing systems. Among the stocked parts shall be supply lines, valves, flappers, washers, seals, traps, fittings, couplings and backflow prevention components. Such parts shall be maintained readily at hand to allow completion of all work, whenever possible, on the same day as arrival on-site, and shall be in the service technician's vehicle when performing system checks or repairs.

**AA.** **IDENTIFICATION:** I.D. badges and/or company logos on shirts or hats are required on all contractor's personnel.

**AB.** **FRATERNIZATION:** The contractor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Bay District Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the contractor may be prohibited from employing the individual in any future work with Bay District Schools.

**AC.** **LAWS AND CODES:** All work shall be accomplished in strict accordance with specifications as set forth herein, and all applicable federal, state, county and local laws, codes, ordinances and School Board policies. In addition, without exception, the awarded contractor(s) shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal regulations and laws as they apply.

**AD.** **FACILITY USE, WASTE CLEAN UP AND PROTECTION:**

1. The contractor(s) shall conform to all applicable OSHA, state and local regulations while performing work under this Agreement, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school or facility and the general public in and around the work area.
2. The contractor(s) shall be responsible for disposal of all waste material and shall do so in conformance with applicable laws codes and ordinances. Waste oil, empty refrigerants containers, empty oil containers, not currently in use, all used parts, and other materials shall be disposed of immediately after the completion of each service visit. All disposal of hazardous material such as, but not limited to, contaminated waste oil and refrigerants shall be handled in strict compliance with the EPA and any Federal, State or local codes having jurisdiction.
3. The contractor(s) shall remove all tools, equipment and rigging from the premises immediately upon completion of any service work.
4. The contractor(s) shall maintain the work area in a neat and clean condition. All waste materials are to be removed at the contractor(s) expense.
5. It is the responsibility of the contractor(s) to keep the site free from trash, debris, excess material, tools and free of hazardous conditions at all times.
6. Contractor(s), its employees and/or assigns shall not use Bay District Schools cafeteria, lounge, or equipment. Dumpsters may be used only with prior written permission from Bay District Schools Authorized Representative.
7. Bay District Schools is not responsible for loss of tools, equipment or supplies.
8. Contractor(s) shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
9. Contractor(s) shall not impede nor interfere with the normal function of the facility, its occupants or programs.

**All questions pertaining to these general specifications should be submitted in writing via email to:**  
**Dan Fuller, General Manager Purchasing, Contracting & Materials Mgmt**  
**850-767-4209**  
[fulled@bay.k12.fl.us](mailto:fulled@bay.k12.fl.us)

## VI. QUESTIONNAIRE AND RESPONSE

**A. PROPOSAL REQUIREMENTS:** Bidders must submit one (1) electronic copy of response on a USB/Flash Drive, one (1) original hardcopy of response with original signatures and five (5) hardcopy copies of their completed proposal. ***Specify which maintenance service the response is for; I.E. All fields, only Electrical, or HVAC or Plumbing.*** All proposals submitted in response to this RFP shall become the property of Bay District Schools. Proposals should be sealed and mailed or hand delivered to: Bay District Schools, Purchasing Department, Attn: Dan Fuller, 1150 W. 17<sup>th</sup> St, Panama City, Florida, 32405.

**Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics.** Each page of the proposal should state the name of the bidder, the RFP number, and the page number. Bay District Schools may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of Bay District Schools, with the exception of the Director of Purchasing with respect to the bidder's response or any other bidder's response, Bay District Schools shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

**B. PROPOSAL ORGANIZATION:** Your proposal is to be organized and submitted in the exact format as listed below:

1. Bidder Acknowledgement form (Page 1 of these specifications).
2. RFP Identification Label affixed to your submittal (Page 3 of these specifications)
3. Dispute Resolution Contact (pg. 7, item 26)
4. Copies of the qualifier's Florida State license
5. Current BDS Contractor Annual Prequalification Certificate for Construction Services (if available).
6. Company information to include contact person, address, phone number, detailed statement of interest and qualifications to include but not limited to:
  - Financial responsibility to include years in business, form of business, i.e. proprietorship, corporation; changes in ownership; bank reference; any other information that details financial responsibility.
  - number of employees along with their qualifications/certifications and years with your firm
  - a listing of current multi-year contracts of similar size and scope
7. Experience of your company or firm with the services as stated in the scope of work of these specifications
8. Letters of reference or similar testimonials from current and/or previous customers
9. Any additional qualifications of the firm and/or any additional company information that you feel is pertinent to Bay District Schools evaluation of your proposal.
10. Cost Proposal Form (pg. 22)
11. Conflict of Interest Certificate (Exhibit A)
12. Application for Vendor Registration - *if not already registered* (Exhibit B)
13. W9 Taxpayer ID Number & Certification-copy (Exhibit C)
14. Customer Reference Form (Exhibit D)
15. Vendor Questionnaire (Exhibit E)

16. Drug Free Workplace Verification Form (Exhibit F)
17. Certification Regarding Debarment (Exhibit G)
18. Sworn Statement-Jessica Lunsford Act (Exhibit H)
19. Certification Regarding Lobbying Activities (Exhibit I)
20. Foreign Country of Concern Attestation (Exhibit J)
21. Vendor Affidavit Regarding the Use of Coercion for Labor and Services (Exhibit K)
22. E-Verification Certification (Exhibit L)

**C. DOCUMENTATION:** Bidder **must include in their proposal** all documentation that will be used during the course of this agreement with the exception of the prequalification which must be provided after award. **Bidder in all cases shall be in a position to assure a timely completion of service to Bay District Schools.** Bidder will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.

**D. EVALUATION CRITERIA:** Evaluation criteria may include, but not be limited to price, team and individual personnel experiences, knowledge and qualifications; availability to meet time schedules; local preference; previous experience of a similar nature; understanding of the work to be performed; reference comments by current and former customers; and evaluation of past and present work load/commitments.

The pricing component will be evaluated and scored as follows. Each of the seven (7) pricing categories will be assigned a weighted value based on the comparison of the lowest amount proposed for that category divided by the proposer's amount. The resulting percentage shall be multiplied by the total possible points to be awarded for that pricing category. The summation of all eight calculated category point scores shall be the final score assigned to the pricing category. For example, if the lowest proposed rate for the Journeyman Overtime is \$80.00 and another proposer submits \$100.00, the total number of points to be awarded for the Journeyman Overtime category is  $(\$80/\$100) \times 2.00 = 1.60$  points. Each pricing category shall be calculated as such with all eight categories added together to obtain the final score.

| <b>Component Breakdown of Pricing Evaluation Criteria</b> |                     |
|---|---------------------|
| <b>Pricing Category</b>                                   | <b>Max # Points</b> |
| Journeyman – Base Hourly Rate                             | 6                   |
| Journeyman – Overtime Hourly Rate                         | 2                   |
| Apprentice Helper – Base Hourly Rate                      | 6                   |
| Apprentice Helper – Overtime Hourly Rate                  | 2                   |
| Laborer – Base Hourly Rate                                | 6                   |
| Laborer – Overtime Hourly Rate                            | 2                   |
| Materials Markup % Over Cost                              | 6                   |
| <b>Total:</b>   | <b>30</b>           |

**E. IMPLEMENTATION SCHEDULE:** The estimated schedule for selecting and awarding this contract is as follows:

|   |                    |
|---|--------------------|
| Posting of RFP  | 30-Sep-2025        |
| <b>Pre-Bid Meeting</b> (Nelson Bldg @ 2pm Staff Dev Room)<br>1311 Balboa Ave Panama City FL 32401 | <b>6-Oct-2025</b>  |
| Submission of Questions by Proposers  | 8-Oct-2025         |
| Posting of Responses to Questions   | 9-Oct-2025         |
| <b>Proposals Due / Opening</b><br><i>Proposals are due no later than 2:00pm CST</i>               | <b>16-Oct-2025</b> |
| Proposal Evaluation   | 17-20 Oct 2025     |
| Notice of Intent to Award Posted on or about  | 22-Oct-2025        |
| School Board Consideration Date for Approval  | 28-Oct-2025        |
| Contract Inception Date after Board Approval  | 1-Nov-2025         |

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## Cost Proposal Form

**RFP No. 26-02 HVAC, Electrical and Plumbing Preventative Maintenance and Repair District Wide**

### Vendor Acknowledgment and Approval

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your proposal in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the Bay District Schools Board for the purposes as proposed and as described herein. Please print and sign below where required.

|  |                                       |                |
|--|---------------------------------------|----------------|
| Authorized Representative's Name/Title | Authorized Representative's Signature | Date           |
| Company's Name                         | Telephone Number                      | FAX Number     |
| Address                                | City                                  | State Zip Code |
| Area Representative                    | Telephone Number                      | FAX Number     |

| We, hereby, propose to provide the services described herein for the cost per hour rate of: | <b>STRAIGHT TIME</b><br>Weekdays<br>7:00a.m. – 5:00 p.m. | <b>OVERTIME</b><br>Weekdays<br>5:00p.m. – 7:00 a.m.,<br>Weekends and Holidays |
|---|--|---|
| <b>LABOR:</b>   |  |   |
| HVAC Journeyman Mechanic  | \$ _____ per hr.   | \$ _____ per hr.  |
| HVAC Apprentice Helper  | \$ _____ per hr.   | \$ _____ per hr.  |
| HVAC Laborer  | \$ _____ per hr.   | \$ _____ per hr.  |
| Electrical Journeyman Electrician   | \$ _____ per hr.   | \$ _____ per hr.  |
| Electrical Apprentice Helper  | \$ _____ per hr.   | \$ _____ per hr.  |
| Electrical Laborer  | \$ _____ per hr.   | \$ _____ per hr.  |
| Plumbing Journeyman Plumber   | \$ _____ per hr.   | \$ _____ per hr.  |
| Plumbing Apprentice Helper  | \$ _____ per hr.   | \$ _____ per hr.  |
| Plumbing Laborer  | \$ _____ per hr.   | \$ _____ per hr.  |

**Materials Markup:**

BDSB will not accept markup percentages in excess of 25% of the invoiced cost of the materials and equipment.

\_\_\_\_\_ % Markup Percentage

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_





## EXHIBIT A

### CONFLICT OF INTEREST CERTIFICATE

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

#### SECTION I

I hereby certify that no official or employee of the School Board 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 Board official(s) and 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 West 11<sup>th</sup> Street, Panama City, FL 32401 prior to bid opening.

**Name**

**Title or Position**

**Date of Filing**

---

---

---

*Signature*

---

*Company Name*

---

*Name of Official (Type or print)*

---

*Business Address*

---

*City, State, Zip Code*

**EXHIBIT B****BAY DISTRICT SCHOOLS PURCHASING DEPARTMENT VENDOR APPLICATION****NEW EMPLOYEE  
NEW VENDOR****Fax Number: (850) 872-7752****UPDATE EMPLOYEE  
UPDATE VENDOR****INSTRUCTIONS:** Complete all fields of this application and return it to the Purchasing Department at [Purchasing@bay.k12.fl.us](mailto:Purchasing@bay.k12.fl.us). **Applications sent in without the required fields completed will not be processed.****ADDRESS FOR BIDS, QUOTES/ORDERS  
(Required Field)****REMIT TO ADDRESS: (IF DIFFERENT)**

COMPANY APPLICANT'S NAME

COMPANY APPLICANT'S NAME

PO BOX

PO BOX

STREET ADDRESS

STREET ADDRESS

CITY/STATE/ZIP

CITY/STATE/ZIP

CONTACT NAME

CONTACT NAME

PHONE

FAX

EMAIL ADDRESSES: CONTACT PERSON / TO SEND PURCHASE ORDERS: **(Required Field)****BUSINESS INFORMATION (Required Field)****OWNERSHIP**

1. SOLE PROPRIETORSHIP

2. PARTNERSHIP

3. CORPORATION

4. OTHER \_\_\_\_\_

**TAX INFORMATION (Required Field)**

The Internal Revenue Service (IRS) Codes require us to have the Taxpayer's Identification Number (TIN) on file for all individuals or non-corporate businesses receiving payments after January 1, 1984. There are substantial IRS penalties if we do not comply. Furthermore, under Federal income tax law, you are subject to certain penalties if you do not provide us with your correct social security number or other taxpayer identification number.

If you are an individual or non-corporate company, please indicate your Taxpayer ID. If your company is incorporated, please indicate your Employer ID Number.

Number: \_\_\_\_\_

**VENDORS MUST ATTACH A COMPLETED IRS FORM W-9 TO THIS APPLICATION WHEN SUBMITTING. YOU MAY DOWNLOAD THE FORM AT [WWW.IRS.GOV/PUB/IRS-PDF/FW9.PDF](http://WWW.IRS.GOV/PUB/IRS-PDF/FW9.PDF)**

**ADDITIONAL INFORMATION: (Required Field if Applicant is Employee of BDS)**

The above listed applicant is an employee with Bay District Schools at/in the school/department listed below.

\_\_\_\_\_(Name of School or Department)

**REQUESTING CENTER (Required Field)**

School/Department requesting vendor setup:

Contact Person

Phone Number

# EXHIBIT C

|   |   |  |
|---|---|--|
| <b>Form W-9</b><br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer Identification Number and Certification</b> | <b>Give Form to the requester. Do not send to the IRS.</b> |
|---|---|--|

  

Print or type  
See Specific Instructions on page 2.

|   |
|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |
| 2 Business name/disregarded entity name, if different from above  |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><div style="display: flex; justify-content: space-between; font-size: x-small;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br/> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br/> <input type="checkbox"/> Other (see instructions) ▶ _____             </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate             </div> </div> |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>   |
| 5 Address (number, street, and apt. or suite no.)   |
| 6 City, state, and ZIP code   |
| 7 List account number(s) here (optional)  |

Requestor's name and address (optional)

  

**Part I Taxpayer Identification Number (TIN)**  

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|  |
|--|
| Social security number   |
| <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> |
| OR   |
| Employer identification number   |
| <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div> |

  

**Part II Certification**  

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

  

**Sign Here**  
 Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

  

**General Instructions**  

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## EXHIBIT D

### CUSTOMER REFERENCE FORM

#### RFP NO. 26-02 HVAC, Electrical and Plumbing Preventative Maintenance & Repair District Wide

Please provide all requested information for each reference.

Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Last Supplied Products or Services: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Last Supplied Products or Services: \_\_\_\_\_

Date Last Supplied Products or Services: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Last Supplied Products or Services: \_\_\_\_\_

---



## EXHIBIT E

### VENDOR QUESTIONNAIRE

#### RFP NO. 26-02 HVAC, Electrical and Plumbing Preventative Maintenance & Repair District Wide

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?

☐

Yes

☐

No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

☐

Yes

☐

No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

☐

Yes

☐

No

4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

☐

Yes

☐

No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

☐

Yes

☐

No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

☐

Yes

☐

No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

☐

Yes

☐

No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.

☐

Yes

☐

No



## EXHIBIT F

### DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals that 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 proposal 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:

**IDENTICAL TIE BIDS** – 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 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 procedure for processing tie bids shall be followed if none of the tied vendors 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 any 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:

**EXHIBIT G**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS**

***(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING 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 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.

|   |  |
|---|--|
|   |  |
| Organization Name                       | PR/Award Number or Project Name          |
|   |  |
|   |  |
| Name(s) of Authorized Representative(s) | Title(s) of Authorized Representative(s) |
|   |  |
|   |  |
| Signature(s)                            | Date                                     |



## INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 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 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 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 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 originated may pursue available remedies, including suspension and/or debarment.





## EXHIBIT H

**SWORN STATEMENT – NEW CONTRACTS**  
**SWORN STATEMENT PURSUANT TO SECTION 1012.465,**  
***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF***  
***A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to The Bay District School Board (*hereinafter "Board" or*

*"School Board"*) by \_\_\_\_\_

*(Print individual's name and title)*

for \_\_\_\_\_

*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement

*(Print individual's name and title)*

on behalf of: \_\_\_\_\_

\_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non- instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (e.g. a HVAC service company)  
(Type of entity)

All contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that my company must comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO BAY DISTRICT SCHOOLS BOARD ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ is personally known to me ☐ OR produced identification ☐

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

## EXHIBIT I

**Exhibit J**

**Exhibit K**



## EXHIBIT L

### School Board of Bay County Florida

#### **E-VERIFY CERTIFICATION**

1. I am (title) \_\_\_\_\_ of \_\_\_\_\_
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 A**  
**WORK ORDER FORM (Example)**

**RFP # 26-02 HVAC, Electrical and Plumbing Preventative Maintenance & Repair District Wide**

**1. Work Order Number:**

**2. Project Name:**

**3. Location Address:**

**4. Scope of Services** *(attach additional pages as needed):*

**5. Board Contact:**

**Phone:**

**6. Estimated Number of Project Days:**

**7. Estimated Start Date:**

**Completion Date:**

**8. Estimated Cost** *(attach additional pages as needed with detailed cost breakdown):*

**Total Labor:**

**\$**

**Total Materials/Supplies** *(cost + markup):*

**\$**

*(Detailed breakdown to include itemization of cost with calculation of markup amount)*

**Total Inspection Fee** *(as applies):*

**\$**

**Other** *(subject to approval):*

**\$**

**9. Attachments Included** *(circle one):*

**YES**

**NO**

**10. As agreed upon between Contractor and Board:**

**Contractor Name/Signature**

**Date:**

**As written/Title:**

**Contractor Name/Signature:**

**Date:**

**As written/Title:**

## Attachment B – Address/Phone Listing of District School Sites

| Cost Center | School Site   | Phone    | Cost Center | School Site   | Phone    |
|-------------|---|----------|-------------|---|----------|
| 0611        | A. Gary Walsingham Academy<br>44 Chip Seal Rd, 32407    | 767-5475 | 0571        | Breakfast Point Academy<br>601 N. Richard Jackson Blvd, 32407 | 767-1190 |
| 0101        | Callaway Elementary<br>7115 Hwy 22, 32404               | 767-1241 | 0091        | Cedar Grove Elementary<br>2826 E. 15 <sup>th</sup> St, 32404  | 767-4550 |
| 0541        | Dean Bozeman School<br>13410 Hwy 77, 32409              | 767-1300 | 0461        | Deer Point Elementary<br>4800 Hwy 2321, 32404                 | 767-5462 |
| 0151        | Hiland Park Elementary<br>2507 Baldwin Rd, 32405        | 767-4685 | 0081        | Hutchison Beach Elementary<br>12900 Middle Beach Rd, 32407    | 767-5195 |
| 0131        | Lucille Moore Elementary<br>1900 Michigan Ave, 32405    | 767-1428 | 0171        | Lynn Haven Elementary<br>301 W. 9 <sup>th</sup> St, 32444     | 767-1454 |
| 0111        | M. Cherry St Elementary<br>1125 Cherry St, 32401        | 767-1480 | 0471        | Northside Elementary<br>2001 Northside Dr, 32405              | 767-1506 |
| 0391        | Oscar Patterson Academy<br>1025 Redwood Ave, 32401      | 767-1610 | 0211        | Parker Elementary<br>640 S. Hwy 22A, 32404                    | 767-4570 |
| 0521        | Patronis Elementary<br>7400 Patronis Dr, 32408          | 767-5075 | 0221        | Southport Elementary<br>1835 Bridge St, 32409                 | 767-1636 |
| 0511        | Tommy Smith Elementary<br>5044 Tommy Smith Dr, 32404    | 767-1688 | 0501        | Tyndall Academy<br>7800 Tyndall Pkwy, 32403                   | 767-1714 |
| 025         | Waller Elementary<br>11332 Hwy 388, 32466               | 767-4341 | 0262        | West Bay Elementary<br>14813 School Dr, 32413                 | 767-1850 |
| 0161        | Jinks Middle<br>600 W. 11 <sup>th</sup> St, 32401       | 767-4695 | 0071        | Merritt Brown Middle<br>5044 Merritt Brown Way, 32404         | 767-3976 |
| 0331        | Mowat Middle<br>1903 Hwy 390, 32444                     | 767-4040 | 0341        | Rutherford High<br>1000 School Ave, 32401                     | 767-4500 |
| 0201        | Surfside Middle<br>300 Nautilus St, 32413               | 767-5180 | 0491        | A. Crawford Mosley High<br>501 Mosley Dr, 32444               | 767-4400 |
| 0061        | Bay High<br>1200 Harrison Ave, 32401                    | 767-4600 | 0551        | J.R. Arnold High<br>550 Alf Coleman Rd, 32407                 | 767-3700 |
| 0281        | Margaret K. Lewis School<br>203 N. East Ave, 32401      | 767-1795 | 0581        | Rosenwald High School<br>924 Bay Ave, 32401                   | 767-4580 |
| 0241        | St. Andrew School 2010<br>W. 12 <sup>th</sup> St, 32401 | 747-5317 | 0481        | Tom P. Haney Technical College<br>3016 Hwy 77, 32405          | 767-5500 |
|             |   |          |             |   |          |
|             |   |          |             |   |          |
|             |   |          |             |   |          |
|             |   |          |             |   |          |
|             |   |          |             |   |          |
|             |   |          |             |   |          |



[illegible]



## EXHIBIT M

### School Board of Bay County Florida

#### **E-VERIFY CERTIFICATION**

10. I am (title) \_\_\_\_\_ of \_\_\_\_\_ (“Contractor”).

11. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.

12. The Contractor has contracted with or may contract with School Board of Bay County Florida (“Board” or “District”) (the “Agreement”).

13. 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.

14. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.

15. 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.

16. 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.

17. 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).

18. 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) \_\_\_\_\_