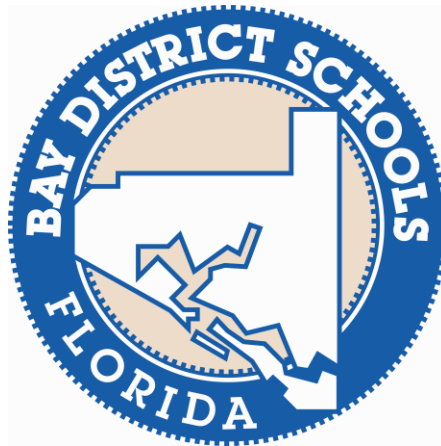


Request for Proposals

**RFP No. 19-03, DISASTER MANAGEMENT FINANCIAL RECOVERY
ASSISTANCE**



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

CONTACT

Dan Fuller, GM of Purchasing, Contracting & Materials Management

Phone: 850-767-4209

Fax: 850-872-7752

fulled@bay.k12.fl.us

**PROPOSALS WILL BE RECEIVED UNTIL TUESDAY, NOVEMBER 13, 2018 AT
3:00 PM CT.**

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED PROPOSAL ENVELOPE TO IDENTIFY IT AS A "SEALED PROPOSAL". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE PROPOSAL WHERE REQUESTED.

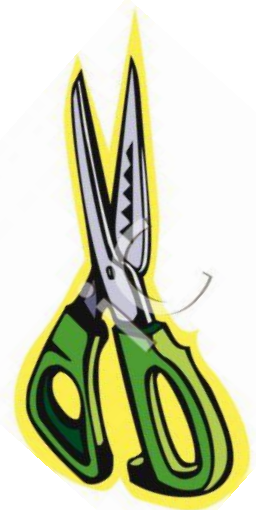
DELIVER TO: Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, FL 32405

SEALED PROPOSAL DO NOT OPEN

RFP TITLE: **19-03, Disaster Management Financial Recovery Assistance**

DUE DATE/TIME: **November 13, 2018 @ 3:00 PM CT**

SUBMITTED BY: _____
NAME OF COMPANY



BAY DISTRICT SCHOOL BOARD REQUEST FOR PROPOSAL SPECIAL CONDITIONS

1.0 INTRODUCTION

The Bay District School Board (hereinafter referred to as the District) is requesting proposals from qualified firms for financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding. The District shall have the ability to determine which tasks the awarded vendor will be assigned. Consequently, the overall cost of any agreement resulting from this solicitation is subject to the District's desired level and length of the awarded vendor's service.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, November 13, 2018 @ 3pm CST must be delivered to:

Bay District Schools
Purchasing Department
RFP 19-03
1150 West 17th Street
Panama City, FL 32405

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One (1) manually signed original proposal and six (6) photocopies of the proposal must be sealed in one package and clearly labeled "RFP #19-03 Disaster Management Financial Recovery Assistance" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 **AWARD**

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the District.

4.0 **TIME SCHEDULE**

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

RFP Release	November 1, 2018
All written inquiries/questions due	November 6, 2018 @ 12:00 pm
District response to written inquiries/questions	November 9, 2018 @ 4:00 pm
Proposals Due	November 13, 2018 @ 3:00 pm
Proposals Opened	November 13, 2018 @ 3:00 pm
Committee Meeting – Recommendation	November 16, 2018 @ TBD
School Board Approval	November 20, 2018

- 4.2 The District will not be under any requirements to complete the evaluation by a specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the School Board.

5.0 **CONTRACT/RENEWAL**

- 5.1 The term of this contract shall be from November 20, 2018 to November 19, 2020 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.
- 5.2 Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, the District shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the District, has not been taken within the seven (7) consecutive calendar days, the Contract

Agreement may be terminated by the District for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the District may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

- 5.3 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

6.0 **RFP INQUIRIES/NOTICES**

- 6.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than November 6, 2018 @ 12:00 PM to Dan Fuller, General Manager of Purchasing, Contracting and Materials Mgmt at fulled@bay.k12.fl.us.

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the VendorRegistry website www.vendorregistry.com no later than November 9, 2018 @ 4pm.

- 6.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 6.3 No Addendum will be issued later than November 9, 2018, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 6.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the VendorRegistry web site – www.vendorregistry.com.

7.0 **SCOPE OF SERVICES**

- 7.1 The District is requesting proposals from qualified firms for financial recovery, and consulting services to support the oversight, management and administration of post-disaster grant funding through the Federal Emergency Management Agency (FEMA) and to ensure full compliance with all Federal, State and Local laws in order to limit any subsequent audits and reviews.

As such, contractor should be capable of providing a range of related services including but not limited to grant writing, grant application development, benefit

cost analysis, regulatory coordination, project monitoring, reimbursement services, payment reconciliation, financial management services and other services as needed and ordered by the District.

- 7.2 The contractor will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State and Local procurement rules, regulations and/or ordinances.
- 7.3 The contractor shall ensure all processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
- 7.4 The contractor shall ensure District has sufficient documentation to respond to Office of Inspector General audits and reviews.
- 7.5 The contractor should provide only Direct Administrative Costs (DAC) eligible activities unless otherwise requested by the District. If the District requests a non-DAC eligible item, the contractor must inform the District that such activities are non-reimbursable by FEMA.
- 7.6 Services may include but shall not be limited to:
 - 1) Activities carried out to identify and generate a list of damaged sites for a specific project;
 - 2) Activities to discuss the need for immediate funding and collect supporting documentation for a specific project;
 - 3) Activities to collect damage data, invoices, estimates and support documentation related to a specific project;
 - 4) Activities carried out to evaluate the impact of hazard mitigation measures, insurance coverage, historic preservation, environmental impact, and flood risk for a specific site or project;
 - 5) Activities to review or support the compliance of the project with Public Assistance financial requirements for a specific project;
 - 6) Activities related to visiting, surveying, and assessing sites for a specific project;
 - 7) Activities related to developing the detailed site-specific damage description component of a specific project worksheet;
 - 8) Activities related to developing the scope of work component for a specific project worksheet;
 - 9) Activities related to justifying and developing an alternate project plan and/or additional activities directly related to a specific improved project request;
 - 10) Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for a specific project;
 - 11) Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to a specific project;
 - 12) Activities to respond to grant review, inspection, or closure document requests from the grantee for a specific project;

- 13) Activities to adjust or estimate cost over/under runs for the purpose of project closeout for a specific project;
- 14) Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for a specific project;
- 15) Activities related to the close-out process of a specific project worksheet.

7.7 The contractor shall provide bi-weekly progress reports to the District

7.8 The Project Director/Contract Manager shall be Tracy Smith, District Risk Manager. The Liaison Officer shall be James Loyed, Chief Financial Officer. The Contract Administrator shall be Dan Fuller, General Manager of Purchasing and Contracting. The contracting agency shall be the BAY DISTRICT SCHOOL BOARD 1311 Balboa Ave, Panama City Florida 32401.

8.0 **MINIMUM REQUIREMENTS**

8.1 Provide a cover letter, not to exceed two (2) pages, containing the following:

- 1) Contractor's name, primary contact name, business address, phone number, fax number and email address;
- 2) Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- 3) A brief statement of the contractor's understanding of the services required including:
 - a. a working knowledge of all FEMA Public Assistance program regulations and policies;
 - b. a working knowledge of Direct Administrative Cost funding for program sustainability in accordance with FEMA rules, regulations and policies;
- 4) Such other information as the contractor deems appropriate.

9.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each items. Proposals received which do not contain all items listed in this section will be considered non-responsive.

- 1) **RFP COVER SHEET**: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- 2) **DEBARMENT FORM**
- 3) **DRUG FREE WORKPLACE CERTIFICATION**

4) INSURANCE COVERAGE: Insurance certificates evidencing coverage as specified in section 12.0 or a signed statement indication that coverage meeting the required will be obtained prior to commencement of any work under this RFP.

5) MINIMUM REQUIREMENTS: Cover letter confirming that all minimum requirements have been met.

6) QUALIFICATIONS AND EXPERIENCE OF THE FIRM

Provide a description and history of the firm's previous governmental experience relating to post disaster grant management and administration. Only past experience under direct contract with governments will be considered. Firm qualifications must include at a minimum the following:

- a) Recent experience, demonstrating both current and past expertise in various post-disaster grant management and administration projects. Such expertise should demonstrate an ability to simultaneously manage grant funding sources including FEMA and other grant funding programs.
- b) Provide three (3) references for whom services similar to those requested have been performed by your firm over the last five (5) years. Include the name of the organization, title/position of reference, address, phone number and email address.
- c) Documented knowledge of State and Federal funding programs and reimbursement processes.
- d) Current knowledge of training/orientation of FEMA sponsored programs related to cost recovery.
- e) Provide a history of any litigation within the past five (5) years as it relates to the scope of services in this solicitation.
- f) Such other information that the contractor deems appropriate.

7) QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff must demonstrate experience in the following:

- a) Recent experience, demonstrating both current and past expertise in various post-disaster grant management projects.
- b) Documented knowledge and experience of Federal, State and Local funding sources and reimbursement processes.
- c) Such other information that the contractor deems appropriate.

8) TECHNICAL APPROACH

Provide a description of the proposed approach to the project including procedures, methodologies, resources and systems involved in the startup, application and closeout of requested services.

Provide approach to implementing cost controls, project reporting procedures and other elements that provide value added service.

Confirm that responding firm has the necessary systems and processes in place to provide the level of detail required by FEMA to obtain reimbursement for grant management fees.

Such other information that the contractor deems appropriate.

9) **RFP PRICING – ATTACHMENT A RATE SHEET**

Provide a listing of required personnel on the Rate Sheet provided in Attachment A and include:

- a) Job Title
- b) Job Description
- c) Minimum Qualification Criteria for Each Job Title
- d) Hourly Billable Rate

If additional space is required contractor may submit additional copies of Attachment A

All additional expenses will be billed at actual cost to the District with no markup. An index may be identified and agreed upon by the District and the contractor in the negotiation process for all travel related expenses.

10.0 **PROPOSAL EVALUATION PROCESS**

10.1 Proposals are received and publicly opened. Only names of Proposers are read at this time.

10.2 An initial review will be performed to assess compliance with the minimum eligibility requirements as described in Section 8.0

10.3 All eligible proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered.

10.4 **Evaluation**

The proposal evaluation process of all responsive and responsible proposals by a committee ("Committee") consisting of District personnel. Committee members will independently review and score the written proposals in each criteria, awarding points ranging from 90%-100% for the maximum points for excellent, 80%-90% for good, 70% to 80% for satisfactory, 60%-70% for marginally unsatisfactory and 0% to 60% for unsatisfactory. The Committee members' scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

Evaluation Criteria	Maximum Points
Qualifications and Experience of the Firm	30
Qualifications of Staff	25
Technical Approach	25
RFP Pricing	20
Maximum Points	100

- 10.4.1 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals. Any such meeting will be noticed on the District's website and shall be conducted as a public meeting.
- 10.4.2 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such, communications are not subject to Sunshine Law and may take place outside of public meetings.
- 10.5 The District may elect to conduct oral interviews or presentation from one or more of the respondents in order to make a final determination of the top rankings.
- 10.6 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to pursue negotiations and execute a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked proposer will be terminated at the discretion of the District and negotiations will commence with the second highest ranked proposer. This process shall continue until a satisfactory contract is reached with one of the proposers, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the finalists, the District reserves the right to acquire services specified in this solicitation from any vendor of its choosing through direct negotiation, in accordance with Florida Department of Education rules.

11.0 **INVOICING**

Professional fees and expenses will be invoiced to the District on a monthly basis and shall reference bi-weekly progress reports submitted to the District. All direct costs will be concisely billed and must include name, position, billing rate, total hours and other expenses.

Indirect billing is not anticipated and must be authorized by the District. The District may request additional documentation regarding hourly rates or expenses and shall be provided by the Contractor at no cost to the District.

12.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written

notification provided to the General Manager of Purchasing and Contracting, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list Bay District School Board as an additional insured.**

13.0 **VENDOR PAYMENT**

The Bay District School Board requires all vendors responding to this RFP to accept payment from the District via an agreed upon electronic method.

14.0 **PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.bay.k12.fl.us under the Purchasing Department.

<p>Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																																				
<p>Name (as shown on your income tax return) _____</p>																																						
<p>Business name/disregarded entity name, if different from above _____</p>																																						
<p>Print or type See Specific Instructions on page 2.</p>	<p>Check appropriate box for federal tax classification:</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C corporation, S=S corporation, P=partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>																																					
	<p><input type="checkbox"/> Exempt payee</p>																																					
	<p>Address (number, street, and apt. or suite no.) _____</p>																																					
	<p>City, state, and ZIP code _____</p>																																					
	<p>List account number(s) here (optional) _____</p>																																					
<p>Requester's name and address (optional) _____</p>																																						
<p>Part I Taxpayer Identification Number (TIN)</p>																																						
<p>Enter your TIN in the appropriate box. The TIN provided must match the TIN on your tax return. For individuals, this is your social security number, if you are a U.S. citizen or resident alien, sole proprietor, or disregarded entity, see the Part I instructions. For partnerships, corporations, and other entities, it is your employer identification number (EIN). If you do not have a number, see the instructions on page 3.</p> <p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on the number to enter.</p>																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>			Social security number																		Employer identification number																	
Social security number																																						
Employer identification number																																						
<p>Part II Certification</p>																																						
<p>Under penalties of perjury, I certify that:</p>																																						
<p>1. 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</p>																																						
<p>2. 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</p>																																						
<p>3. I am a U.S. citizen or other U.S. person (defined below).</p>																																						
<p>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 4.</p>																																						
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>																																				
<p>General Instructions</p>																																						
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p>																																						
<p>Purpose of Form</p>																																						
<p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p>																																						
<p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p>																																						
<p>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</p>																																						
<p>2. Certify that you are not subject to backup withholding, or</p>																																						
<p>3. 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.</p>																																						
<p>Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p>																																						
<p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p>																																						
<ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). 																																						
<p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>																																						

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals or affiliates are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions as defined in 49 CFR §29.110(a) by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 action 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 employee 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)

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Certification of Non-Segregated Facilities

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

CONFLICT OF INTEREST DISCLOSURE

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

SECTION I

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

SIGNATURE

COMPANY NAME

PRINTED NAME

ADDRESS

SECTION II

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

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

NAME

TITLE OR POSITION

DATE OF FILING

NAME

TITLE OR POSITION

DATE OF FILING

SIGNATURE

COMPANY

PRINTED NAME

ADDRESS