INVITATION TO BID
School District of Holmes County
(850) 547-9341 Phone

Release Date: July 10, 2018
ITB No.: 1819-01
ITB Title: Fuel Bid
Contact: JaLisa Brannon/Kip Jackson
Phone: 850-547-9341 x1256 or x1224

This bid must be submitted to The School District of Holmes County, Department of Procurement Services, 701 E. Pennsylvania Ave., Bonifay, Fl. 32425 **no later than 12:00 p.m. on July 26, 2018** and plainly marked ITB No.1819-01. Bids are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business, and returned with the bid.

___ Bid Response Form (Attachment A) (paper and electronic if required)
___ Reference Form (Attachment B)
___ All addenda issued, if any, acknowledged (Attachment C) and included in bid
___ Debarment Form (Attachment D)
___ Drug Free Workplace Certification Form (Attachment E)
___ State or Holmes County Business Tax Receipt
___ Guarantee Policy
___ Public Entities Crime Form (Attachment F) **must be notarized**

Vendor Business Name: _____
Vendor Taxpayer Identification Number: _____
Address: _____
City, State & Zip Code: _____
Telephone: _____ Fax: _____
Name of Owner or Authorized Officer/Agent: _____
Title: _____ Date: _____
Email Address: _____ Internet URL: _____
Signature of Owner or Authorized Officer/Agent: _____
(Bid must be signed by an officer or employee having authority to legally bind the bidder)

Anti-Collusion Statement/Public Domain: I, the bidder, have not divulged, discussed, or compared this bid with any other contractor and have not colluded with any other contractor in the preparation of this bid in order to gain an unfair advantage in the award of this bid. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Bid Certification: By my signature, I hereby certify that I am submitting the following information as my company's bid and understand that by virtue of executing and returning with this bid this **Required Submittal Checklist,** I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW:

- o Insufficient time to respond
- o Specifications were unclear or restrictive
- o Our schedule will not permit us to respond
- o Terms & Conditions were unclear or restrictive
- o Could not meet specifications
- o Addendum received too late to respond
- o Could not meet insurance requirements
- o We do not offer the product or service requested
- o Remove our company name from this commodity listing only
- o Keep our company on the bid list for future bids
- O Other _____

GENERAL CONDITIONS

Bidder: To ensure acceptance of the bid, follow these instructions

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bidders must submit one original, manually signed bid, signed by a representative authorized to legally bind the Bidder to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidders must use the form(s) furnished by The District. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Bid (ITB), the following words and phrases shall have these meaning:
   (a) "District" shall mean The School District of Holmes County, Florida.
   (b) "Bidder" shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
   (c) "Vendor" shall mean the successful bidder(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidders are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
4. **Bid Submittal:** All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder. All bid pricing shall be on Attachment A Bid Response Form and signed by an authorized officer of the company. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed bid must be submitted in a sealed envelope.
5. **Special Conditions:** If a conflict exits between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not be transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidders shall complete and submit with their bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Bidder must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITB due date unless otherwise stated in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Bidders are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Bid:** One bid clearly marked "Original", copies as required herein, and an electronic version on CD/DVD or flash drive identical to the original in PDF must arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITB. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements. The response shall be submitted in a sealed envelope to The School District of Holmes County (address).
   (a) If a bid is delivered in person, Bidder must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present bid to Procurement Department representative for official date/time stamping.
   (b) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITB.
10. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB at the Department of Procurement Services of the School District of Holmes County (address), unless otherwise indicated.
11. **Bids Received Late:** It is the Bidder's responsibility to assure that the bid is received by the Department of Procurement Services prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for bids received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of items awarded.
13. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications the award resulting from this bid shall be in effect for one (1) year commencing upon Board approval or until new bids are taken and awarded. The award resulting from this bid (or any portion thereof) has the option of being renewed for two (2) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Bidder agrees to these conditions by signing its bid.
14. **Lobbying:** Bidders are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this bid. All inquiries must be written and directed to the Department of Procurement Services.
   (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.
   (b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
16. **Brands:** Bidders shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Bidder catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications. However, if a product other than specified is proposed, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or

with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Vendor, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Vendor shall be obligated to furnish the item(s) specified by The District.

17. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Vendor. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.

18. **Bid Evaluation and Award:** Bids shall be reviewed in accordance with the ITB specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all bids in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new bids, and/or consider alternate bids which meet the general specifications set forth. Bids which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award bids on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.984, F.S.), quality, and suitability for the intended purpose and any other determining factors.
(a) A tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Holmes County's website (web address).
(b) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject bids.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidders, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Bidders who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.

20. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Department of Procurement Services will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.

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 District will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

22. **General Information about the District:** The District and its School Board of Holmes County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
(a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
(b) The School District of Holmes County serves the entire area of the county, including the cities of Bonifay, Bethlehem, Esto, Ponce De Leon, Poplar Springs, Noma, and Westville. The District's enrollment is approximately (number) K-12 students. With approximately (number) employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Holmes County.

23. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
(a) The volatility is due to causes wholly beyond the vendor's control
(b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
(c) The effect on pricing or availability of supply is substantial
(d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.
The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.

24. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. If requested by the District, the Vendor will also provide documentation as to the unavailability of the original awarded product to the District. A substitute will only be considered if the District has a continued need for the product within the contract time frame. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

25. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.
(a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
(b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
(c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
(d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

(e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
(f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
(g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
(h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
(i) The Vendor 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 Vendor.
(j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
(k) 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 Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
(l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
(m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
(n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
(o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
(p) 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.
(q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District 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:

1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
2. 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.
3. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
5. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

26. **Inspection, Identification, and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
27. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
28. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Vendor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.
29. **Default:** In the event that the awarded Vendor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
30. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Vendor assumes fully 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. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
31. **Indemnity: This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its sole acts of negligence, or its agents' sole acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
32. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. (), and Federal Tax Identification is No. ().
33. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.

34. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.

35. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

36. **Confidentiality:** Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.

37. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this bid if it is in its best interest to do so.

38. **Authority to Piggyback:** The School District of Holmes County is a member of _____; other members include governmental entities in _____Counties. The District is also a member of the _____ Consortium; other members include the school boards of _____ Counties; and additional Florida school boards may join the Consortium. Upon award of this bid, if mutually agreed upon between the successful Bidder(s) and a governmental entity that is a member of either of the two above referenced Consortia, a submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other participating members of the above referenced Consortium entity.

39. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Holmes County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Holmes County, Financial Accounting Department, located at (address).**
(a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the use school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legally written, signed and dated.
(b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
(c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
(d) All invoices are to clearly show the District's name and delivery location, such as "Allen Park Elementary School Cafeteria."

40. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

41. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

42. **Bid Protest:** 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, and failure to follow any other requirements in the bid protest procedures established by the School District of Holmes County, Florida shall constitute a waiver of all protest rights.

43. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
(a) Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the vendor upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure.

44. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467, and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards of new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
(a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
(b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.
(c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments of the District's Department of Professional Standards and Equity at 239-337-8331.
(d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.

45. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467, and 1012.468 and the School District of Holmes County Board Policy 5.04, Fingerprinting and Background Screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: Prior to the start of work on any District site, all construction Vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty Vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception as defined in 1012.468, Florida Statutes. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
(b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the Vendor to follow the requirements of this policy.

Vendors who will never be present on a school district campus are not required to be fingerprinted.

Effective _____, fingerprinting services for Vendors with the School District of Holmes County will be provided by Fieldprint. There are currently multiple locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at http://www.fieldprintflorida.com.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

BID SPECIFICATIONS

A. TERMS OF AGREEMENT: The District will enter into a term contract with a contactor that is qualified and licensed to provide the products herein to the District on an as-needed basis. While the contract is on an as-needed basis, the successful bidder shall be expected to provide a "Keep Full" service, and shall insure that the District's fuel needs are provided for at least twice monthly, and shall provide additional product upon the request of the District as set forth below. The types of fuel included in this bid are as follows:

1. GASOLINE/NON-ETHANOL: The gasoline shall be regular unleaded non-ethanol gasoline with a minimum grade of 87%.

2. DIESEL: Ultra Low Sulfur Diesel, Red Dye, Grade No 2-D.

B. BIDDER QUALIFICATIONS:

1. The Bidder must have a minimum of three (3) years experience in the provision of bulk fuel delivery services.

2. The Bidder must be adequately equipped, staffed and supplied to promptly and efficiently furnish, and deliver all products as specific to any and all District locations.

3. The Bidder must have storage tanks located close enough to Holmes County, Florida, capable of storing enough fuel products to effectively service this contract in the event of an emergency or the inability to obtain fuel products from any terminal of record.

C. QUANTITIES: This is a non-guaranteed quantity contract. The estimated annual consumption for gasoline products is 15,000 gallons. The estimated annual consumption for diesel products is 60,000 gallons. Said quantities are estimates only and are subject to change in order to meet the demands and needs of the District. Actual quantities purchased may be less than or exceed the estimates above. These estimated quantities are in no way a guaranteed minimum, but are provided as an approximate value of the needs of the District.

D. PRICING: The price proposed is the firm mark-up charge per gallon that the bidder will add to the terminal designated. This price is all inclusive, including product cost, transportation, and any charges borne by the District.

E. INVOICING: The District has a net 30 day payment policy from the receipt of invoice. The invoices should be submitted directly upon delivery at the site location, or if invoices are unavailable on the date of delivery, a delivery ticket provided by the bidder shall be required. Each delivery ticket shall have a duplicate, which shall be retained by the successful bidder and attached on subsequent invoice. The invoice or delivery ticket, which shall show the quantity delivered, shall be initialed and approved by the Superintendent or Principal at the location, or his/her designee. It shall be the responsibility of the provider to make deliveries during normal working hours for the site location so that initialed approval may be obtained, as set forth above. All final invoicing should include the following: (1) location site of delivery; (2) the actual date of delivery; (3) a representative of the District's signature acknowledgement of receipt; (4) type of fuel delivered and quantities (gallons); and (5) the total amount due.

It shall become the responsibility of the successful bidder to claim any reimbursement from the Internal Revenue Service for the Federal Excise Tax on gasoline and diesel, rather than pass this responsibility to the District.

F. DELIVERIES: The on-site refueling will be accomplished as follows:

1. The tank trucks shall have appropriate tankage so that there is no contamination of either fuel (gasoline or diesel) by the other when dispensing both fuels.

2. Delivery personnel will be required to closely monitor fuel hoses during the fueling process and are not to leave hoses unattended during fueling operations.

3. All fuels provided shall meet the minimum specifications as set forth in this bid. All fuels provided shall at all times pass all inspection and test standards for the grades as prescribed by applicable State of Florida and Federal specifications.

4. The District reserves the right to request on-site testing of fuel by the Department of Agriculture, and to obtain a manifest of fuel on board on an unannounced basis.

5. The District reserves the right to perform an independent audit and inspection of any gas meters used.

6. The tank trucks must be equipped with sealed State of Florida approved and inspected meters capable of providing metered delivery tickets

with each delivery made to the District. Non-metered deliveries will not be accepted.

7. The tank trucks must meet all Federal, State, County and Local mechanical and safety requirements and must be able to pass inspection at all times. All required safety equipment shall be carried on vehicles during deliveries to the District.

8. Delivery shall be made to the location within the hours of 8:00 AM and 3:00 PM on school days unless by prior arrangement by the District.

Deliveries will be requested and accepted, unless specific authorization is given by the District otherwise, as needed during normal business hours, Monday through Friday. The successful bidder shall be required to make deliveries within twenty-four (24) hours from request by the District.

G. SPILLAGE: The successful bidder shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Any spillage, however minor, that occurs during delivery must be reported to the District immediately via phone correspondence and in writing. The successful bidder shall be solely responsible for all cost incurred during fuel spill clean-up and shall indemnify and hold the District harmless for all fuel spillage and any related clean up, including any costs of defense and attorney's fees.

H. COMPLIANCE WITH OSHA: Bidder certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

I. EMERGENCY SERVICES: The products required under this bid are vital to the operation of the District and are required during emergency situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during these situations and the successful bidder must be contacted at any time, day or night based on any emergency situation that may occur. The successful bidder shall provide an emergency contact that can be reached by the District at any time and for any reason. The successful bidder shall be accessible by phone to the District twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

Failure to deliver products, or failure to timely respond to District request pursuant to this bid, within the required time and at the contracted

price during regular or emergency operations may result in one or more of the following:

1. The District may obtain fuel from another source.

2. Termination of the Agreement.

3 If the successful bidder fails to deliver or timely respond more than two (2) consecutive times without giving the District a 24 hour or more notification of non-delivery, bidder will be in default of contract and the successful bidder may be debarred from doing business with the District for a period of three (3) years.

The successful bidder is responsible for having a fuel delivery backup plan in the event of equipment failure or other internal unforeseen circumstances that might cause a delay or inability in servicing this contract. Further, the successful bidder must be able to provide product services in the event of power outages, natural disasters, acts of God or any/all unforeseen circumstances. In the event Holmes County or the State or Federal Government has declared a state of emergency to be in effect, the bidder shall maintain an uninterrupted supply of products/ services described herein.

J. PRICE ADJUSTMENT: The District recognizes and understands the volatility of the fuel industry. In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the firm mark up (service charge) price with the successful bidder at any time during the duration of this contract. Price negotiations will be in the sole discretion of the District. Further, during the term of the agreement, the District may monitor fuel pricing from other sources other than the contract supplier. Should the District, in its sole judgment, find the pricing from the supplier is non-representative of the market; the District may request from the supplier a renegotiation of the pricing. If an agreement cannot be reached within five (5) working days after notifying the supplier of its intent to renegotiate pricing, the District shall have the sole and absolute option to cancel this agreement by giving thirty (30) days written notice of such intent.

K. SAFETY: The successful bidder shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District.

L. DAMAGE TO DISTRICT PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the successful bidder shall be reported to the District within twenty-four (24) hours of discovery. The successful bidder will have ten (10) days after such report to present its written response to any claimed damages of the District. The successful bidder, upon approval by the Superintendent, or his designee, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that may be safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District for damages caused by the successful bidder shall be deducted from any monies due the bidder. This shall not prevent the District from seeking damages, including attorney's fees, should replacement/repair costs exceed the amount of monies owed to the successful bidder.

M. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds.

N. IDENTIFICATION: All personnel employed by the successful bidder, including any subcontractor when applicable, shall display at all times identification which shall include the employee's name, the employer's name and a photograph of the employee. The successful bidder's employee is forbidden from participating in any manner and form of interaction with students of Holmes County Public Schools.

O. LOCATION OF SITES: A list of sites and storage tanks for the depositing of fuel by the successful bidder is as follows:

1. Bethlehem School

2. Ponce de Leon Elementary

3. Poplar Springs School

4. Holmes District School Board

P. INSURANCE REQUIREMENTS: The successful bidder shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the District, sufficient insurance to adequately protect the respective interest of the parties and which shall be at the minimum level as set forth by District policy.

Q. TERM: The term of this agreement will begin immediately upon approval of the award of the successful bidder by the District and shall last for a period of twelve (12) months. At the end of the initial term, the District may initiate up to three (3) one (1) year renewals of the agreement in its sole and absolute discretion. All pricing shall be firm for the initial twelve (12) month period. At the end of the initial term, pricing may be adjusted for amounts other than inflation based upon mutual agreement of the parties after review of the appropriate documentation. Renewal prices shall be firm for at least one year. No fuel surcharges will be accepted.

ATTACHMENT A – BID RESPONSE FORM

THE SCHOOL DISTRICT OF HOLMES COUNTY

ITB No. 1819-01

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The School District of Holmes County, Bonifay, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the bid specification:

THE SCHOOL DISTRICT OF HOLMES COUNTY
701 E. PENNSYLVANIA AVE.
BONIFAY, FL 32425

ATTACHMENT A BID PROPOSAL FORM PAGE 2

TO: THE SCHOOL DISTRICT OF HOLMES COUNTY

BID NUMBER:	**BID TITLE:**	**CURRENT NAME OF BIDDER:**
1819-01	GASOLINE/NON-ETHANOL	

ITEM NO.	**DESCRIPTION OF ITEM**	**QUANITY & UNIT**	**PRICE PER UNIT SHOWN (PER GALLON)**	**BIDDER MUST INDICATE BRANDS AND LOCATIONS**
1.	Gasoline/Non-Ethanol, Unleaded Octane To Be Minimum of 87% Posted Price Per Gallon, Which is effective on _____. Provide appropriate document at bid opening.	15,000 gallons (estimated)	A.	
	Vendor's firm mark-up per gallon delivered to various locations, which shall remain firm for the duration of the agreement. (This figure should include vendor's overhead, the environmental assessment, the superfund assessment, transportation costs, profits, etc.		B.	
	TOTAL OF A & B ABOVE			

_____
Signature

_____
Date

BIDDERS ARE REQUESTED TO QUOTE PRICES EXCLUSIVE OF ALL APPLICABLE TAXES.

THE SCHOOL DISTRICT OF HOLMES COUNTY
701 E. PENNSYLVANIA AVE.
BONIFAY, FL 32425

ATTACHMENT A BID PROPOSAL FORM PAGE 3

TO: THE SCHOOL DISTRICT OF HOLMES COUNTY

BID NUMBER:	**BID TITLE:**	**CURRENT NAME OF BIDDER:**
1819-01	DIESEL	

ITEM NO.	**DESCRIPTION OF ITEM**	**QUANITY & UNIT**	**PRICE PER UNIT SHOWN (PER GALLON)**	**BIDDER MUST INDICATE BRANDS AND LOCATION**
2.	Diesel, Ultra Low Sulfur Red Dye Grade No. 2-D Posted Price Per Gallon, Which is effective on _____. Provide appropriate document at bid opening.	60,000 gallons (estimated)	A.	
	Vendor's firm mark-up per gallon delivered to various locations, which shall remain firm for the duration of the agreement. (This figure should include vendor's overhead, the environmental assessment, the superfund assessment, transportation costs, profits, etc.		B.	
	TOTAL OF A & B ABOVE			

_____
Signature

_____
Date

BIDDERS ARE REQUESTED TO QUOTE PRICES EXCLUSIVE OF ALL APPLICABLE TAXES.

ATTACHMENT B - REFERENCE FORM

Provide three (3) references of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, exclusive of the District. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non- District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

1. PROJECT NAME/DESCRIPTION: _____
   CLIENT ORGANIZATION: _____
   CONTACT PERSON: _____
   TITLE: _____
   PHONE: _____
   EMAIL: _____
   PROJECT SIZE: $_____
   PROJECT DURATION: From _____ To _____

2. PROJECT NAME/DESCRIPTION: _____
   CLIENT ORGANIZATION: _____
   CONTACT PERSON: _____
   TITLE: _____
   PHONE: _____
   EMAIL: _____
   PROJECT SIZE: $_____
   PROJECT DURATION: From _____ To _____

3. PROJECT NAME/DESCRIPTION: _____
   CLIENT ORGANIZATION: _____
   CONTACT PERSON: _____
   TITLE: _____
   PHONE: _____
   EMAIL: _____
   PROJECT SIZE: $_____
   PROJECT DURATION: From _____ To _____

ATTACHMENT C - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Bidder to ensure that all addenda released are received; that all 1TB and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with bid.

Addendum #1 _____ Signature Date Issued: Attached to bid:_Y_**N**

Addendum #2 _____ Signature Date Issued: Attached to bid:_Y_N

Addendum #3 _____ Signature Date Issued: Attached to bid:_Y_N

Addendum #4 _____ Signature Date Issued: Attached to bid:_Y_N

ATTACHMENT D - DEBARMENT FORM

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 I 2549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated nt Section 85.1 1 0.

Instructions for Certification

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

2. The certification in this clause is u 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 bid 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 or changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible'" "lower tier covered transaction," "participant," "person," "primary covered transaction." "principal'" "bid," 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 bid is submitted for assistance in obtaining a copy or those regulations.

5. The prospective lower tier participant agrees by submitting this bid 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 authoriz1:d by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled l 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 or 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 No 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 or 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 Federn.1 Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

{l) The prospective lower tier participant certifies, by submission of this bid, that neither it nor it's principals are presently debarred , suspended , proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUM BER A ND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHIORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88). which is obsolete)

ATTACHMENT E - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:
Name of Business

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 betaken 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, 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 Paragraph 1.

4. In the statement specified in Paragraph 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring inthe 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 Paragraphs 1 thru 5.

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

Signature ofAuthorized Officer _____

Date _____

ATTACHMENT F - PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UN DER SECTION 287.133(3) (A),
FLORIDA STATUTES. PUBLIC ENTITY CRIMES

THTS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No._____for

_____

2. The sworn statement is submitted by_____,(Name of entity submitting sworn statement)
Whose business address is _____ and (if applicable) its
Federal Employer Employer Identification (FEIN) _____. If the entity has no FEID, include the Social Security
Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the

_____ (Please print name of individual signing) entity name above is

_____

4. I understand that a "public entity crime" as defined in Paragraph 287 .133(I)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision or any other state or with the United States. including, but not limited to. any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion. racketeering, conspiracy, or material misrepresentation .

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.1 33(1) (b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July I, 1989. as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287 .133(I)(a). Florida Statutes. *111eans:*

1. A predecessor or successor of a person convicted or a public entity crime: or
2. As entity under the control of any natural person who is active in the managen1ent of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees. members, and agents who arc active in the management of' an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equip1ncnt or income among persons ,when not for fair n1arket value under an arm's length agreement. shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287 .133(1) (e). Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States ,with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders. employees, members, and agents who are active in management of an entity.

8 . Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July I , 1 989.

_____The entity subn1itting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, n1en1bers, or agents \Vho are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July I , 1989, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)
Date:_____

STATE OF_____

COUNTY OF_____

_____APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

Personally known to me ----------·and affixed his/her signature in the space provided above on this

_____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:_____