

THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BOULEVARD

PENSACOLA, FL 32505

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

May 12, 2011

PURCHASING CONTACT & TELEPHONE: Marguerite Van Nostrand, (850) 469-6209 mvannostrand@escambia.k12.fl.us

RFP TITLE: Construction & Installation of Custom Wall Plagues RFP NUMBER: 112703

RFP OPENING DATE & TIME: Tuesday, May 24, 2011, 3:30 p.m., Central Standard Time NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's **Purchasing Office at 75 North Pace Boulevard, Pensacola, Florida 32505**, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE____ BIDNET____ DEMAND STAR____ PRIME VENDOR____ OTHER____ (PLEASE SPECIFY______)

(EXT:

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION IIIA WILL RESULT IN A DETERMINATION THAT THE RFP IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:	PRINTED NAME: DATE:

9500-PUR-029 (rev Jan 2004)

I. INTRODUCTION

The purpose of this RFP is for the purchase and installation of custom wall plaques, as detailed in this RFP, to be used as a permanent educational display at the Global Learning Academy in Escambia County, Florida School District as detailed in the bid specification.

RFP QUESTIONS: All inquiries concerning this RFP shall be submitted in writing, preferably by email, and received in the Escambia County School District's Purchasing Office no later than 1:00 PM, Central Standard Time, Monday, May 16, 2011. For Escambia County School District (ECSD) to ensure equal treatment of all participating vendors, the individual listed below is ECSD's only designated representative for this RFP. Vendors are expected to utilize this representative for ALL information regarding this RFP. Vendors who contact any other District employee or any other party or entity regarding the subject of this RFP are subject to disqualification from participating in this bid.

These questions will be reviewed and the answers posted as an Addendum to the RFP by 3:00 PM Tuesday, May 17, 2011. Answers will be posted to the Escambia County School District website: <u>http://old.escambia.k12.fl.us/adminoff/finance/purchasing/current bid activity.html</u> Due to time limits, it is recommended that vendors send questions by a manner that can be tracked (fax, email, certified mail). The preferred method is by email.

Please forward any inquires to:

Marguerite Van Nostrand, Purchasing Agent Purchasing Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505 Telephone: 850-469-6209 Fax: 850-469-6271 Email: mvannostrand@escambia.k12.fl.us

SAMPLES: A sample plaque, **completed per specifications** should be delivered to the Purchasing Agent listed above no later 3:30 PM, Central Standard Time, Tuesday, May 24, 2011 (RFP Opening time and date). The sample should be of Item No. C-2, Italy. Any deviation from the exact specification must be detailed on a deviation form. If your sample has any deviation from the specifications, you must include a deviation form with the sample and include the form in your bid document as well. See Deviation Form (last page of RFP).

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

- B. RFP OPENING AND FORM: Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. WARRANTY: All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER: The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS: The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS: Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. PUBLIC ENTITY CRIMES: A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. TERMINATION: DEFAULT: The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. CONVENIENCE. The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE: Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at http://old.escambia.k12.fl.us/adminoff/finance/purchasing/ at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <u>http://old.escambia.k12.fl.us/adminoff/finance/purchasing/.</u> Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. AGREEMENT FORM: All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

- **III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.
 - A. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.
 - 1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: This form (located in the back section of RFP document) must be signed and returned with the RFP.
 - 2. The entire RFP document (pages 1 19) must be returned when bidding. Signature on the first page must be an original signature no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
 - If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002, contained within this document.
 - 4. Non-Collusion Affidavit. This form (located in the back section of RFP document) must be signed and returned with the RFP.
 - 5. Sample Plaque as detailed in Section I. Failure to provide a sample will result in your bid not being accepted.
 - 6. Vendor is encouraged to provide any additional materials (drawings, photographs, data) that will provide ECSD with more detailed information/insight into vendor's past work and for this proposal in particular.
 - B. JESSICA LUNSFORD ACT: Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, 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 school 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 required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://old.escambia.k12.fl.us/adminoff/finance/purchasing/. Vendor will provide school 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 or new employees who have completed the background check and meet standards are added. 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 school 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 school, 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 or Sections 1012.32 and 1012.465, Florida Statutes.

IV. EVALUATION CRITERIA AND BIDDER INFORMATION: The ECSD reserves the right to accept any proposal meeting specifications regardless of price. Factors to be considered when determining the best value for the ECSD shall be quality of the product, how well product meets the District's needs and how well it works within the scope of the overall school construction project; service and responsibility of the company and their representative, as well as price. Low bid will not necessarily be awarded the contract. Bids will be rated by the Evaluation Committee with the following categories, weighted by percentage:

Quality of the Product	-	40%
Price	-	30%
Delivery Time	-	20%
Service and Responsibility of the Company	-	10%

- V. SPECIFICATIONS AND PRICING: The vendor certifies he has familiarized himself with our specifications and has carefully read them and understands their contents. Vendor should list any and all additional items that will be charged separate from plaque prices or that may have special replacement prices (i.e. button head fasteners) in the blank spaces listed.
 - A. **PROOF:** Cost must include layout proofs for review and approval prior to fabrication of each panel. Successful vendor will be provided the name and locations for delivery of proofs and for coordination of installation, upon contract award. A proof must be submitted for all plaques and should be approved by the ECSD's designated approval authority, prior to product fabrication. The ECSD will not pay reimbursement for any plaque produced without proof review and approval.
 - B. PAYMENT: Cost must include delivery and complete installation on CMU or drywall on metal studs as shown on Plaque Specification list Section V-D and V-E to Global Learning Academy, 100 North P Street, Pensacola, FL 32505. Payment will be made to successful vendor upon completion of work and acceptance of work quality and installation by ECSD. If Escambia County School District asks vendor to complete work in several phases, vendor may ask for payment for the portion of the project completed at each phase, upon acceptance of work by ECSD.
 - C. **DELIVERY:** It is the Escambia County School District's desire that all plaques be made and installed no later than August 15, 2011. Successful vendor must list Estimated Completion Date as part of bid. See Section V-E.

D. PLAQUE SPECIFICATIONS:

- 1. Backer to be 1/2" PVC board with white finish face and square edges.
- 2. Plaque will be attached to either concrete masonry unit (CMU) or drywall on metal studs.
- 3. Continent/Country to be 1/2" PVC, spray-painted (smooth finish) paint colors as listed below.
- 4. Countries to be offset from backer with a hidden 3/8" white PVC stand-off; Continents to be applied directly to backer.
- 5. Lettering to be 1-1/4" 1-1/2" tall, arial font, engraved into white PVC backer (black color). Minimum 1-1/2" from left and bottom edges.
- 6. Hidden fastener installation on smaller panels (Reception, Bridge Rear, Cafetorium, Open Stairs); on larger panels (Wing Entrance Alcoves, Bridge Face), exposed button head fasteners at each corner permitted (color of head to match color it is inserted in).

- 7. Price to include cost for layout and format of panels (with art for continent/country) for proofing before going into fabrication.
- 8. Price to include delivery and installation to Global Learning Academy, 100 North P Street, Pensacola, FL 32505.
- E. **PRICING:** Total cost for 81 plaques as detailed below: \$_____

Estimated Completion Time:

Number of days from issuance of purchase order Estimated p.o. date: June 22, 2011

	Туре	Qty	Size	Location	Continent/ Country Paint Color (Sherwin Williams)
1.	Continents:	14	Sizes Revised (these 14)	Wing Entrance Alcoves	
а	Australia	2	3'-6 1/2" H x 3'-6 1/2" W	C Wing/1st Floor - Kindergarten	SW6901 Daffodil
b	Asia	2	3'-6 1/2" H x 3'-6 1/2" W	H Wing/1st Floor - 1st Grade	SW6319 Reddish
С	Africa	2	3'-6 1/2" H x 3'-6 1/2" W	F Wing/2nd Floor - 3rd Grade	SW7587 Antique Red
d	Antarctica	2	2'-5 3/4"H x 2'-5 3/4"W	A Wing/1st Floor - Pre-K	SW6794 Flyway
e	North America	2	3'-6 1/2" H x 3'-6 1/2" W	C Wing/2nd Floor - 5th Grade	SW6811 Honorable Blue
f	South America	2	3'-6 1/2" H x 3'-6 1/2" W	H Wing/2nd Floor - 2nd Grade	SW6927 Greenbelt
g	Europe	2	3'-6 1/2" H x 3'-6 1/2" W	F Wing/1st Floor - 4th Grade	SW6739 Eco Green
2.	Countries:	6	3'-4" H x 5'-0" W	Bridge Face	
а	United States of America	1		North America	SW6811 Honorable Blue
b	Mexico	1		North America	SW6811 Honorable Blue
	China	1		Asia	SW6319 Reddish
	South Africa	1		Africa	SW7587 Antique Red
	Brazil	1		South America	SW6927 Greenbelt
f	Spain	1		Europe	SW6739 Eco Green

	Туре	Qty	Size	Location	Continent/ Country Paint Color (Sherwin Williams)
3.	Countries:	6	2'-10" H x 3'-0" W	Reception	
а	New Zealand	1		Australia	SW6901 Daffodil
b	Italy	1		Europe	SW6739 Eco Green
С	Bolivia	1		South America	SW6927 Greenbelt
d	Cuba	1		North America	SW6811 Honorable Blue
е	India	1		Asia	SW6319 Reddish
f	Egypt	1		Africa	SW7587 Antique Red
4.	Countries:	13	3'-4" H x 2'-8" W	Bridge Rear	
а	Costa Rica	1		North America	SW6811 Honorable Blue
b	Iran	1		Asia	SW6319 Reddish
С	Cambodia	1		Asia	SW6319 Reddish
d	South Korea	1		Asia	SW6319 Reddish
е	Guyana	1		South America	SW6927 Greenbelt
f	Ecuador	1		South America	SW6927 Greenbelt
g	Suriname	1		South America	SW6927 Greenbelt
h	Belgium	1		Europe	SW6739 Eco Green
i	Poland	1		Europe	SW6739 Eco Green
j	Hungary	1		Europe	SW6739 Eco Green
k	Nigeria	1		Africa	SW7587 Antique Red
I	Ethiopia	1		Africa	SW7587 Antique Red
m	Zimbabwe	1		Africa	SW7587 Antique Red
5.	Countries:	12	2'-8" H x 2'-6" W	Cafetorium	
а	Botswana	1		Africa	SW7587 Antique Red
	Madagascar	1	l .	Africa	SW7587 Antique Red
С	France	1		Europe	SW6739 Eco Green
-	Germany	1		Europe	SW6739 Eco Green
	Greenland	1		North America	SW6811 Honorable Blue
	Guatemala	1		North America	SW6811 Honorable Blue
	Russia	1		Europe/Asia	SW6739 Eco Green/
					SW6319 Reddish
	Mongolia	1		Asia	SW6319 Reddish
i	Argentina	1		South America	SW6927 Greenbelt
j	Venezuela	1		South America	SW6927 Greenbelt
k	Papua New Guinea	1		Australia	SW6901 Daffodil
I	Tasmania	1		Australia	SW6901 Daffodil

	Туре	Qty	Size	Location	Continent/
					Country Paint Color
					(Sherwin Williams)
6.	Countries:	30	3'-0" H x 2'-10" W	Open Stairs	
а	Portugal	1		Europe	SW6739 Eco Green
b	Austria	1		Europe	SW6739 Eco Green
С	England	1		Europe	SW6739 Eco Green
d	Sweden	1		Europe	SW6739 Eco Green
е	Greece	1		Europe	SW6739 Eco Green
f	Ireland	1		Europe	SW6739 Eco Green
g	Netherlands	1		Europe	SW6739 Eco Green
h	Sudan	1		Africa	SW7587 Antique Red
i	Congo	1		Africa	SW7587 Antique Red
j	Morocco	1		Africa	SW7587 Antique Red
k	Kenya	1		Africa	SW7587 Antique Red
I	Nicaragua	1		North America	SW6811 Honorable Blue
m	Domincan Republic	1		North America	SW6811 Honorable Blue
n	Haiti	1		North America	SW6811 Honorable Blue
0	Belize	1		North America	SW6811 Honorable Blue
р	Honduras	1		North America	SW6811 Honorable Blue
q	Panama	1		North America	SW6811 Honorable Blue
r	Jamaica	1		North America	SW6811 Honorable Blue
S	El Salvador	1		North America	SW6811 Honorable Blue
	Peru	1		South America	SW6927 Greenbelt
u	Columbia	1		South America	SW6927 Greenbelt
v	Uruguay	1		South America	SW6927 Greenbelt
w	Paraguay	1		South America	SW6927 Greenbelt
Х	Saudi Arabia	1		Asia	SW6319 Reddish
y	Thailand	1		Asia	SW6319 Reddish
Z	Philippines	1		Asia	SW6319 Reddish
aa	Afghanistan	1		Asia	SW6319 Reddish
bb	Turkey	1		Asia	SW6319 Reddish
	Iraq	1		Asia	SW6319 Reddish
dd	Japan	1		Asia	SW6319 Reddish
	Total:	81			

List any and all additional items that will be charged separate from plaque prices or that may have special replacement prices (**i.e. button head fasteners**), along with the price in the blank below. If needed, please attach an additional sheet referencing Section E-Pricing, page 11.

Description

Price

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 RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under the RFP 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, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature _____

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

Instructions for Certification

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

FORM P-002

Reference Release Form

I		being of	
	(Name/ Title)	0	(Name Of Company)

give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature:

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

REFE	RENCE						
COMPANY NAME:							
COMPANY ADDRESS:	COMPANY ADDRESS:						
CONTACT PERSON:	Τ						
PHONE NUMBER:		JUMBE	R:				
ST Remaining to be co	TOP mpleted	l bv the	ECSD				
TECHINCAL PERFORMANCE							
	FYCE	LLENT		UNS	ATISEA	CTORY	7
FACTORS/RATINGS	6	5	4	3	2		N/A
Completion of major tasks/millstones/deliverables on	0				2	1	1 1/11
schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for							
alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods							
	1						
MANAGEMENT PERFORMANCE							
		LLENT		r		CTORY	
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks							
from planning throughout execution.							

Ability to effectively manage subcontractors				

Form P-002, Page 2

MANAGEMENT PERFORMANCE (continued)								
		EXCELLENT			UNSATISFACTORY			7
FACTORS/RATINGS		6	5	4	3	2	1	N/A
Ability to accurately estimate	te and control cost to							
complete task								
Overall performance in planning, scheduling, and monitoring								
Use of management tools (e	.g. cost/schedule, task							
management tools)								
CUSTOMER SATISFAC	TION							
			LLENT			ATISFA	CTORY	
FACTORS/RATINGS		6	5	4	3	2	1	N/A
How would you rate the Con								
performance on this contrac	t/order?							
How would you rate the Con								
cooperative, business like an	nd concerned with interest							
of the customer?								
Total	Dollar Amount of Contract							
Additional Comments								
Would you use this Contrac	tor again YES	NO						

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer certifies that:
 - He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

NON-COLLUSION AFFIDAVIT

State of		_				
Contract/RFP No.						
County of		-				
I state that I am the		of				
	(Title)		Name of Firm)			
and I am authorized to mak	e this affidavit on be	half of my fir	m, its owners,	directors, a	and officers.	I am the

and I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) guarantees and the total financial commitment represented in this RFP/bid response.

I state that:

- (1) The price(s) and amount of this RFP/bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this RFP/bid, and neither the approximate price(s) nor approximate amount of this RFP/bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before RFP/bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a RFP/bid higher than this RFP/bid, or to submit any intentionally high or noncompetitive RFP/bid or other form of complementary RFP/bid.
- (4) The RFP/bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive RFP/bid.
- (5) ______, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____

(Name of my Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the Escambia County School District in awarding the contract(s) for which this RFP/bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Escambia County School District of the true facts relating to submission of RFP/bids for this contract.

(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

NOTARY PUBLIC

My commission expires: _____

DEVIATION FORM

In the event that the undersigned Vendor intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the vendor is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are not acceptable. Furthermore, these deviations are to be approved in writing.

If <u>no deviations</u> are submitted, the vendor assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet <u>all specifications</u>.

Company	
Name (Print or Type):	
Title	
Signature	Date