

POSTING DATE:

THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BLVD. PENSACOLA, FL 32505

PURCHASING CONTACT & TELEPHONE:

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEGEMENT

September 5, 2013	Allison Watson (850) 469-6210
RFPRFP TITLE: Diplomas	RFP NUMBER: #140402
RFP OPENING DATE & TIME: Frida	y, September 20, 2013, 1:30 P.M. CST
NOTE: PROPOSALS RECEIVE	D AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.
goods or services. All terms, specific A proposal will not be accepted unles the space provided below. All proposorth Pace Blvd., Pensacola, Florida sealed proposals must reference the is not responsible for lost or late delivered.	unty, Florida, solicits your company to submit a proposal on the above reference ations and conditions set forth in this invitation are incorporated into your responses all conditions have been met. All proposals must have an authorized signature estals must be sealed and received in the School District's Purchasing Office at the "RFP Opening Date & Time" referenced above. All envelopes containing "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School Districty of proposals by the U.S. Postal Services or other delivery services used by the winter a period of sixty (60) days after the RFP opening unless otherwise specified
	MPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSA PTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF TI
COMPANY NAME:	
MAILING ADDRESS:	
CITY, STATE, ZIP	
FEDERAL EMPLOYER'S IDENTIFICATION N	JMBER (FEIN):
TELEPHONE NUMBER:	(EXT:) FACSIMILE NUMBER:
EMAIL:	
HOW DID YOU FIND OUT ABOUT THIS RFP? OTHER (PLEASE SPECIFY	SCHOOL DISTRICT WEBSITE BIDNET DEMAND STAR PRIME VENDOR
WITH ANY OTHER BIDDER SUBMISERVICES, AND IS IN ALL RESPEC	S MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION OF PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OF STAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO AS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE
AUTHORIZED SIGNATURE:	TYPED OR PRINTED NAME:
TITLE:	DATE:

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this Request For Proposal is to establish a five-year agreement for diploma printing services for the Escambia County School District. The agreement may be renewed annually upon approval by the School Board. The initial term of the agreement will be November 1, 2013 through October 31, 2014.

The School District reserves the right to terminate the agreement at the end of each one (1) year period or to renew the agreement for successive one year periods at its option and approval by the School Board. Any price adjustment for the successive year will be subject to <u>negotiation</u> and must be submitted in writing with supporting documentation by April 1 of each school year to the Purchasing Department.

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 a 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: RFP openings will be public on the date and time specified on the Bidder's Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the RFPs 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 thirty (30) 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 ITB, 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.
- 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 a RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may

not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. **PATENTS AND COPYRIGHTS:** 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 or copy write 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 District's 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, a RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State 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 bid 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 Bid 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 bid, 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 bid 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 of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples 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; (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any RFP in its entirety or in part, and to waive minor irregularities if the RFP 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 Bidder's 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 RFP. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB 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 "www.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 http://old.escambia.k12.fl.us/adminoff/finance/purchasing. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. RFP tabulations, recommendations, or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information 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. **RFP 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 RFP.
- 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. **BUSINESS LICENSE**: Bidder shall be licensed to do business in the state of Florida. A copy of the business license shall be submitted with the RFP response.
 - B. **PRICING ESCALATION:** Pricing shall be firm for the first year of the five-year agreement. Any price adjustment for the successive year will be subject to <u>negotiation</u> and must be submitted in writing with supporting documentation by April 1 of each school year to the Purchasing Department.
 - C. **QUANTITIES AND UNUSED DIPLOMAS:** Quantities are estimates based on recent usage and may fluctuate from year to year. All unused diplomas are to be returnable for full credit. (Students not graduating, misspelled names, etc.)
 - D. **DIPLOMA PROCESSING INSTRUCTIONS**: Vendor must send all required processing instructions to each school no later than **December 1**st of each year.
 - E. **CUSTOMER SERVICE**: The awarded Bidder shall assign an experienced representative to serve as a contact person for inquiries and troubleshooting for the seven (7) high schools and departments.
 - F. FLORIDA PREFERENCE: Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit the "Bidder's Statement of Principal Place of Business", Attachment #A with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

III. SPECIAL CONDITIONS (Cont.)

- G. **DOCUMENTATION AND REQUIRED ENCLOSURES:** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions: This form (located on the last page of the bid document) must be signed and returned with the RFP. **Failure To Return This Form May Result In The RFP Not Being Accepted.**
- H. BACKGROUND SCREENING REQUIREMENTS: 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 outline on the Escambia County School District Website: http://www.escambia.k12.fl.us/master/index.asp.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. SPECIFICATIONS

A. INSERTS: (For illustration purposes only approval prior to printing.)	y. The Awarded Bidder shall sub	omit final layout copies for District
Layouts: 1. ECSD Standard Diploma:		
·		
	(Name of School)	
	Florida Seal	
	This certifies that Name of Student)	
high school graduation as	leted all requirements of law and prescribed by the State Board o hool Board is hereby awarded th	of Education
	DIPLOMA	
Given under our h	chool District of Escambia Cour ands and seal at Pensacola, Flo day of (month), two thousand ar	orida,
Superintendent of Schools	S (School District) Seal	Chairman, School Board
Principal	_	

2. ECSD Diploma (Exceptional Student):	
(Name of	School)
Flori Sea	
This certi (Name of	
having satisfactorily completed all required high school graduation as prescribed for State Board of Education and the District	r exceptional students by the
DIPLO	DMA
by order of the School District Given under our hands and se this (fully-written) day of (month	al at Pensacola, Florida,
Superintendent of Schools (School Section 1)	Chairman, School Board of District)

Principal

3. ECSD Certificate of Completion: (Name of School) Florida Seal This certifies that (Name of Student) having completed the minimum number of credits for high school graduation and other applicable requirements prescribed by the rules of the District School Board, is hereby awarded this CERTIFICATE OF COMPLETION by order of the School District of Escambia County Given under our hands and seal at Pensacola, Florida, this (fully-written)day of (month), two thousand and (year). Chairman, School Board Superintendent of Schools (School District)

Seal

Principal

4.	ECSD Certificate of Completion (Exceptional Student):
	(Name of School)
	Florida Seal
	This certifies that (Name of Student)
	having completed the minimum number of credits for high school graduation prescribed for exceptional students and other applicable requirements prescribed by the rules of the District School Board, is hereby awarded this
	CERTIFICATE OF COMPLETION
	by order of the School District of Escambia County Given under our hands and seal at Pensacola, Florida, this(fully-written) day of (month), two thousand and (year).
	Superintendent of Schools Chairman, School Board
	(School District) Seal
	Principal

- **B. GENERAL**: The entire diploma, with the exception of the graduate's name, date of graduation and facsimile signatures shall be raised printing.
- C. PAPER STOCK: All diplomas shall be 100% rag white diplomas, parchment or equal. Size 6" x 8".
- D. HEADING AND BODY: Each individual school's name is to be raised in diagonal Shaded Old English. Each letter is to form a curve in the vertical position. Letters not in a true vertical position cannot be considered. The body of the diploma shall be thermal engraved in Old English text, and the word Diploma, Degree or Certificate of Completion, shall be raised in diagonal shaded Old English.
- E. SEALS: The seal of the State of Florida shall be steel die engraved in non-tarnishing burnished gold, centered directly beneath the heading. The seal of Escambia County School Board shall be steel die engraved in non-tarnishing burnished gold, centered directly beneath the date line and between the Chairman of Board's name and the Superintendent of School's name.

F. GRADUATE'S NAME, DATELINE AND SIGNATURE LINES:

- 1.) Graduate's name to be imprinted in 24 pt. Lino Text (Old English).
- 2.) Dateline to include the city and state and be imprinted in corresponding type to match wording.
- 3.) The signature titles and facsimile signatures are to be imprinted in corresponding type. Facsimile signatures shall be the same for all diplomas with the exception of the Principal, which will be different for each High School. Signature cuts, etc., are to be supplied by vendor from copy furnished by the schools.

Signatures for the School Board, Superintendent, and Principals are subject to change. The awarded Bidder will be given notice and shall incorporate changes as requested.

G. COVERS:

- 1.) <u>Size & Type:</u> Choice of opening style, conventional top fold or Panoramic Side Fold. Dimensions: 6 -1/2" x 8 -1/2"
- 2.) <u>Material:</u> .007 pt. Pyroxilin coated Morocco grain simulated leather. **Color shall be selected by the school.**
- 3.) Board: Warp-proof binder's board.
- 4.) Padding: A layer of wadding laminated between the binder's board and the cover material.
- 5.) <u>Stamping</u>: The cover shall be gold stamped in Old English on the center of the cover in genuine 23K non-tarnishing gold leaf.

"(Name of School)"
"Diploma of Graduation"

6.) Crease: A single line frame is blind embossed 1/4" from each edge of the cover.

H. LINING:

- 1.) Material: Satin turned over 4 ply Falpaco lining board, white coated two sides. Lining color to be selected by schools (2) 6" x 8" pads.
- 2.) <u>Etching</u>: A fine line of etching to be reproduced from original pencil art work furnished by the vendor from photographs supplied by the schools.
- 3.) <u>Pockets:</u> The bottom lining shall be fitted with four solid ribbon pockets to hold the diploma insert. Color shall be selected by the school.
- 4.) <u>Hinge:</u> The hinge of the cover shall be of the same material as the cover and separates the two lining pads. The hinge shall be firmly glued to the case to eliminate wrinkling.

V. QUESTIONNAIRE AND RESPONSE:

The Bidder will complete the information requested in this section. Your proposal will discuss the following in the sequence listed below.

- A. Ordering/Processing Instructions: Bidder shall provide one (1) copy of written instructions explaining how orders are to be submitted by the District for processing.
- B. Computer-Generated Student Lists: Bidder shall state if business has the capability to process student name lists submitted on Microsoft Excel worksheets sent via email by the District.
- C. Invoicing: **For illustration purposes only.** The Bidder shall provide one (1) sample invoice copy for one complete diploma set (cover, insert, and envelope). Sample copy can be handwritten or typed.
- D. The Bidder shall submit evidence of having successfully performed diploma-printing services for other educational institutions with similar specifications and quantity requirements as specified by the District. Provide three (3) current references with contact person and phone number and number of years of service.
- E. Provide a sample diploma insert, lining, cover, and envelope for material evaluation purposes only.
- F. Name of customer representative who will be responsible for the District account and his/her years of experience.

VI. PRICING:

ANNUAL QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL PRICE
3,000 ea. (Est.)	High School Diplomas or Certificate of C Complete Set (to include cover, insert, and	•		
	Components Pricing:			
	Insert Only (Printed)			
	Insert Only (Student Blank)			
	Cover w/envelope			
	Acetate plastic covers			
	Others (If Applicable):			
	Typesetting (Copy Changes)			
	Plate/Set-up Charges			
Lead time to provide	e awarded RFP items:			

VII. EVALUATION CRITERIA AND AWARD:

This RFP shall be evaluated based on the responses to the Questionnaire and Response – Section V and Pricing – Section VI. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Bidder that scores the highest points will be recommended for the RFP award.

- A. Questionnaire and Response Section V (50 Points)
- B. Pricing Section VI (50 Points)

VIII. REQUIRED DOCUMENTS TO BE RETURNED WITH RFP RESPONSE FOR AWARD CONSIDERATION:

- A Complete Sample of Diploma Insert, Lining, Cover, and Envelope
- Copy of FL State Business License
- Ordering/Processing Instructions
- Sample Invoice
- Three References from Large School District/University Accounts
- Name of Customer Service Representative and Years of Experience
- Drug-Free Workplace Form, If Applicable
- Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form
- Bidder's Statement of Principal Place of Business Attachment A

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

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

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature	
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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

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 its 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 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	
SIGNATURE	DATE

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

(10 to tompletta by out blader)
Name of bidder:
Identify the state in which the bidder has its principal place of business:
Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:
Proceed as follow: <u>IF</u> your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. <u>IF</u> your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.
OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder) NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.
<u>LEGAL OPINION ABOUT STATE BIDDING PREFERENCES</u> (Please Select One)
The bidder's principal place of business is in the State of and it is my legal opinion that the laws of the state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.
The bidder's principal place of business is in the State of and it is my legal opinion that the laws of the state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places or business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]
LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES (Please Select One)
The bidder's principal place of business is in the political subdivision of and it is my legal opinion that the laws of that political subdivision <u>do not grant a preference</u> in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.
The bidder's principal place of business is in the political subdivision of and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:
Signature of out-of-state bidder's attorney:
Printed name of out-of-state bidder's attorney:
Address of out-of-state bidder's attorney:
Telephone Number of out-of-state bidder's attorney: ()
Email address of out-of-state bidder's attorney:
Attorney's states of bar admission:
Proposer's Printed Name: Signature: