

Company Name: _____



**SCHOOL BOARD OF CLAY COUNTY
INVITATION TO BID
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY
814 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043
ATTN: PURCHASING DEPARTMENT
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 19 SHALL BE RECEIVED AT THE OFFICE OF THE
SUPERINTENDENT OF SCHOOLS UNTIL **1:45 P.M., AUGUST 28, 2012** AND MAY NOT BE
WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

AGENCY MAILING DATE: **JULY 23, 2012**

BID TITLE: **DIPLOMA AND COVER BID #13-SCH-88**

VENDOR NAME & ADDRESS:

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE (MANUAL): _____

AUTHORIZED SIGNATURE/TITLE (TYPED): _____

SEALED BID: **All** bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

NO BID- I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other _____

Company Name: _____

GENERAL CONDITIONS

COMPETITIVE SOLICITATION: For the purpose of this document “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies, regardless of the method of procurement. The terms sealed bid, proposal, or reply may be used interchangeably throughout this document.

EXECUTION OF BID: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida (“School Board”) and enter information only in the spaces where a response is requested. Failure to do so may cause bid to be rejected. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bid shall contain a manual signature of an authorized representative in the space provided. Bid shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to their bid prices shall be initialed. An officer or employee having authority to legally bind the company or firm shall sign the bid in ink and the company name should appear on each page of the bid. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall 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 product or service fully complies with the specifications, terms and conditions herein.

NO BID: If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it “NO BID”, and explain the reason in the space provided. Failure to respond without justification shall be cause for removal of the supplier’s name from the bid mailing list. NOTE: To qualify as a respondent, bidder shall submit a “NO BID”, and it shall be received no later than the stated bid opening date and hour.

BID OPENING: All bids shall be received no later than the date and time specified on the document. It is the bidder’s responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. NOTE: Bid tabulations shall be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations may not be provided by telephone.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid.

PRICES, TERMS AND PAYMENT: Prices bid shall be firm and include all packing, handling, shipping charges and delivery to any point within the School District. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the School Board Administration Offices, whichever is later.

TAXES: The School Board is exempt from paying Federal Excise or Sales taxes. See exemption number on face of purchase order. A tax-exempt certificate is available upon request.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so shall be at bidder’s risk. In case of mistake in extension, the unit price shall govern.

SAFETY STANDARDS: Unless otherwise stipulated in the bid, the bidder certifies that all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards hereunder. The bidder further certifies that if they are the successful bidder and delivered product 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.

Company Name: _____

RIGHT TO KNOW: The Manufacturer, Importer or Distributor of a toxic substance shall provide all Material Safety Data Sheets with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The School Board shall not accept collect freight charges. Time of delivery is an important consideration for the School Board in making the award. The School Board reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

INVOICING AND PAYMENT: Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The School Board reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the School Board unless evidenced by a Change Notice issued and signed by authorized School Board representative.

AWARDS: The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of the School Board may require. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any School Board site or to any School Board employee prior to receiving a purchase order issued by the School Boards Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The School Board is not obligated to pay invoices for the provision of goods or services for which the School Boards Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the School Board.

TIED BID: In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the

Company Name: _____

tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Director of Purchasing who shall designate the calling of heads or tails.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and shall be received within thirty (30) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by a School Board representative.

NON-CONFORMANCE TO CONTRACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor.

Any violation of these stipulations may also result in:

- a) Supplier's name being removed from the School Board vendor mailing list;
And/or
- b) All schools and departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as the supplier reimburses the School Board for all re-procurement costs and advises the Purchasing Department of corrective action taken to preclude recurrence of such failure to perform.

INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance shall be at final destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims the School Board shall:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and/or Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

FACILITIES: The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

Company Name: _____

DISPUTES: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of receipt of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten days following the filing of Notice of Protest. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid Tabulation / Recommendation of Award shall be posted online at http://www.clay.k12.fl.us/active_bids.htm with the hard copy posted at 900 Walnut Street in Green Cove Springs, Florida on the 1st floor after the intended recommendation is announced on or about **September 4, 2012**. This tabulation shall remain posted for a minimum period of 96 hours.

CANCELLATION/TERMINATION: In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications, the Director of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the School Board the right to cancel this contract, but failure by the School Board to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the School Board damages resulting from said cancellation.

GOVERNING LAWS AND VENUE: This Bid and all transactions contemplated by this Bid shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to this Bid shall be in Clay County, Florida.

CONFIDENTIALITY: Bidders should be aware that all submittals provided with this bid are subject to public disclosure and shall not be afforded confidentiality with the exception of financial statements.

USE OF OTHER CONTRACTS: The School Board reserves the right to utilize other district contracts, State of Florida Contracts, contracts of any other public entity in the State of Florida or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest of the School Board. Not all items cataloged by the successful bidder shall be purchased under the ensuing contract. Some products/services purchased may be made from other sources as required by law or regulation. For example, purchases from State Contract Vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the issuing office of this ITB.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or School Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. 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 School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

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ETHICS: All bidders 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.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a School Board fingerprinting clearance card prior to entry upon School Board property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board. Refer to the School Boards web site at www.clay.k12.fl.us and click onto Jessica Lunsford Act to learn more about this law and for information on when and how to obtain fingerprinting.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees of the successful bidder shall be considered to be at all times the sole employees of the Contractor under their sole direction and not employees or agents of the School Board. Bidders shall supply competent employees:

- The School Board, as determined by a Principal or School Board Representative, may require the bidder to remove an employee it deems to be careless, incompetent, insubordinate or who uses foul or abusive language presents an offensive appearance or is otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board.
- When applicable, bidder and all their employees are required to sign in and out at the main office or other designated places upon arrival and departure of job site. All subcontractors are also required to follow this procedure and the bidder is responsible for insuring compliance. Bidder's employees and subcontractors shall be identified (i.e. company shirt with logo, company ID badge, etc).
- Radios or other audio items are not to be used on School Board property.
- Smoking is prohibited on School Board property.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The School Board reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the School Board.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period due to market changes shall be passed on to the School Board. This shall also apply to all in-place equipment on a rent or lease plan.

EXTENSION: The School Board reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract periods shall be by mutual agreement in writing.

LIABILITY: The supplier shall hold and save the School Board, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

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FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the School Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after the School Board makes final payments and all other pending matters are closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity"< as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

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INDEMNIFICATION: Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

Authorized Representative of the School Board of Clay County

Date

Effective

Company Name: _____

THE ATTACHED MANDATED FORMS SHALL BE COMPLETED AND SIGNED BEFORE THIS BID SHALL BE CONSIDERED FOR AWARD:

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS 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 A PUBLIC ENTITY, AND MAY NOT 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.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHOULD BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

_____ %

Company Name: _____

CERTIFICATION REGARDING NON-DISCRIMINATING

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

AUTHORIZED SIGNATURE OF VENDOR

DATE

Company Name: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

AUTHORIZED SIGNATURE OF VENDOR

DATE

Company Name: _____

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: _____ DATE: _____

Company Name: _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or 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 procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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 that 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.

COMPANY NAME _____

VENDOR’S SIGNATURE _____

Company Name: _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for any 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 any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the 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 contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(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 that 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 that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of 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 **do not grant a preference** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision.

____ 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 **grant a preference(s)** in the letting of any or all public contract to business entities who principal places of business are in the 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: (____) _____ - _____

E-mail address of out-of-state attorney: _____

Attorney's states of bar admission: _____

Company Name: _____

DIPLOMA AND COVER BID # 13-SCH-88
SPECIAL CONDITIONS

SCOPE: It is intent of this bid to establish a contract that shall provide as needed “**DIPLOMAS AND COVERS**” for the School Board as specified herein to the lowest, most responsive responsible bidder based on the Grand Total Price. This is an **ALL or NONE BID**.

Diplomas and covers shall be purchased for the following schools. The School Board reserves the right to add or delete schools as best meets the School Board’s need.

Clay High School	Orange Park High School	Fleming Island High School
Ridgeview High School	Keystone Heights High School	Clay County Adult High School
Oakleaf High School	Middleburg High School	Florida Youth Challenge Academy
Clay Virtual Academy		

CONTRACT PERIOD: The initial contract period is September 21, 2012 through September 17, 2015. The School board reserves the right to renew this contract for an additional contract period upon mutual agreement in writing by both parties.

BID SUBMITTAL: Sealed bids shall be received by the School Board Purchasing Department located at 814 Walnut Street, Green Cove Springs, FL 32043 until 1:45 p.m., August 28, 2012. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bid submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

PROTEST BOND: For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$35,000.00 for the first year. This is only an estimate and actual volume could vary up or down. The School Board shall not be held responsible if actual purchases are less than this amount. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract without affecting the bid pricing and terms.

SAMPLES: Bidders shall submit an exact sample of the diploma and cover to be furnished under this contract. Samples shall be submitted on or before the due date and time of the bid.

DELIVERY/INVOICES/PAYMENT: Bidder’s shall state the number of consecutive calendar days they require after receipt of authorize School Board purchase order to either complete delivery or provide the requested services in the space provided on Page 19 of the Bid Tender Form. The length of time to complete a project and deliver all of the items ordered may be a factor in awarding of this bid. This guaranteed delivery timeline must be met or bidder shall be considered in default and termination of bid award. All diplomas and covers shall be delivered F.O.B. School Site as indicated on School’s purchase order.

The purchase order number shall be listed on the invoice Payment shall be issued in accordance with the “Local Governmental Prompt Payment Act,” Florida Statutes, Chapter 218. The School Board issue payments the second and fourth Thursday of each (slight modifications during holidays and year end). Payment authorization is made only after inspection and acceptance by the School Board representative.

FUEL SURCHARGES: The School Board shall not entertain bid proposals with clauses that allow bidders to add a fuel surcharge during period of volatility in the petroleum market. Such proposals shall be rejected.

Company Name: _____

DIPLOMA AND COVER BID # 13-SCH-88
SPECIAL CONDITIONS

ADDITIONAL ITEMS: If, during the contract period, new product items become available such items may be added to this contract if determined by the Director of Secondary Instruction and the Purchasing Director that it would be in the best interest of the School Board (this may include packaging changes for existing items). All supporting documentation pertaining to additional items being added shall be maintained in the bid/contract file located in the Purchasing Department

All bids must be submitted on the Bid Tender Form attached.

SUBSTITUTIONS: Substitutions shall not be made without prior approval by the Director of Secondary Instruction and the Director of Purchasing Director or their designee. The School Board reserves the right to deny payment on substituted items when made without prior approval.

FACILITIES: Pre-award inspection of the bidder's facility may be made prior to award of a contract. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have a record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of the School Board.

RIGHTS & RESPONSIBILITIES: The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of their rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful bidder has the sole and exclusive responsibility for furnishing services in accordance with the contract. The successful bidder's obligations cannot be delegated.

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor under their sole direction and not an employee or agent of the School Board. The Contractor shall supply competent employees and the School Board may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board. Each employee of the Contractor shall have and wear proper identification when on School Board property.

Bids shall be submitted on the enclosed BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of a bid. Any such modifications or alterations that a contractor wishes to propose shall be clearly stated in the contractor's proposal response and presented in the form of an addendum to the original bid documents. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.





Sealed bids shall be received by the Purchasing Department, until 1:45 P.M., AUGUST 28, 2012. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

Company Name: _____

DIPLOMA AND COVER BID # 13-SCH-88
SPECIAL CONDITIONS

Questions on Bid Document shall be in writing to Nancy G. Racine, Director of Purchasing, and sent via email to nracine@mail.clay.k12.fl.us

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card? YES ___ NO ___     OTHER _____
If yes, is there a charge to the School Board? YES ___ NO ___

AUTHORIZED SIGNATURE OF CONTRACTOR **DATE**

<u>SIGNATURE REQUIRED CHECKLIST:</u>	<u>SUBMITTAL REQUIRED CHECKLIST:</u>
<input checked="" type="checkbox"/> INVITATION TO BID (Page 1)	<input checked="" type="checkbox"/> SAMPLE OF DIPLOMA AND COVER (to be submitted on or before the due date and time of bid)
<input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 10)	
<input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 11)	
<input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Page 12)	
<input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 13)	
<input checked="" type="checkbox"/> BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (Page 14)	
<input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 17)	
<input checked="" type="checkbox"/> BID TENDER FORM (Page 19)	

Company Name: _____

DIPLOMA AND COVER BID # 13-SCH-88
BID SPECIFICATIONS

Insert

1. Method of Reproduction: Fineline Engraved (THERMOGRAPH). Raised Print - Clean and Sharp Impression (with the exception of the following-graduate's name, titles, date, and facsimile signatures).
2. Stock: Equal to American Diploma Parchment, Cream White, 65# Basis, 20" x 26".
3. Text: Old English (The Word DIPLOMA to be shaded).
4. Heading: Each letter to form a curve in the vertical position shaded or unshaded.
5. Dateline: To be Imprinted Corresponding type to match other text.
6. Signature Lines: To be Imprinted in Corresponding type to match other text. Facsimile signatures to be the same on all diplomas except for the Principal, which shall be different for each school. Signature cuts, etc., are to be supplied by vendor from copy furnished by the schools.
7. Graduate's Name: To be imprinted in Corresponding Type to match other text.
8. Seal of the State of Florida: To be Steel Die Engraved in Non-tarnishing Burnished Gold, centered directly beneath the Heading.

Cover

1. Cover Size: Closed outside measurement shall be 6 1/2" x 8 1/2". Schools shall have the choice of opening style- Conventional Top Fold or Panoramic Fold.
2. Material: School shall have the choice of smooth or grain finish and choice of color.
3. Board: Wrap - Proof Binders Board
4. Padding: Polyester Foam laminated between binder board and cover material.
5. Stamping: Name of the School and Diploma of Graduations shall be gold stamped in Old English on the center of the cover in genuine 23K non tarnishing gold leaf.
6. Crease: A single line frame is blind embossed 1/4" from each edge of the cover.

A laminate mini diploma shall be issued with every diploma at no extra charge to the School Board.

Lining

1. Material: Two 6" x 8" pads of Moire Satin turned over 4 ply Falpaco lining board, white coated two sides. The lining color to be selected by the school.
2. Pockets: Bottom lining shall be fitted with four solid ribbon pockets to hold the diploma insert. Color to be selected by the school.
3. Hinge: 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.

Company Name: _____

DIPLOMA AND COVER BID # 13-SCH-88
BID TENDER FORM

Diplomas and covers shall be furnished in accordance to bid specifications. The usage quantities listed are estimates for bidder information purposes only and no guarantee is given or implied as to the exact amount or number which shall be purchase from this bid.

All bids shall be received no later than the date and time specified in this document. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. Products bid shall be as specified, "**NO SUBSTITUTES**". Alternate items bid are not acceptable and the School Board shall deem the bid non-responsive. This bid shall be awarded to the lowest, most responsive qualified vendor based on the **Grand Total Price**, no variation in pricing is allowed. **THIS IS AN ALL OR NONE BID.**

ITEM	DESCRIPTION	APPROXIMATE NEEDED	UNIT PRICE	TOTAL PRICE
1.	Regular Diploma Blanks	3000+	_____	_____
2.	Special Diploma Blanks	150+	_____	_____
3.	Diploma Covers	3100+	_____	_____
4.	Certificate of Completion	300+	_____	_____
5.	Certificate of Completion for Foreign Exchange Students	25+	_____	_____
6.	GED Option Diploma Blanks	25+	_____	_____
GRAND TOTAL PRICE			\$	_____

A laminate mini diploma shall be issued with every diploma at no extra charge to the School Board.

State number of days needed for processing order to guarantee delivery: _____

Extend these prices to other public entities within Clay County, Florida YES _____ NO _____

Extend these prices to other public entities in the State of Florida YES _____ NO _____

NOTE: ALL BID SHEETS PAGES 1 – 19 SHALL BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

AUTHORIZED SIGNATURE OF BIDDER

DATE