

INVITATION TO BID



SCHOOL DISTRICT OF JACKSON COUNTY  
DISTRICT OFFICE

2903 JEFFERSON STREET  
MARIANNA, FL 32446

RFP: DIGITAL DEVICE 15/16-4-8

PROPOSAL TITLE

DIGITAL JACKSON PHASE 2 DEVICES

POSTING DATE:

March 11, 2015

OPENING DATE:

April 13, 2015 at 9:00 AM CST

## **INTRODUCTION**

The Jackson County School Board, Marianna Florida, solicits your company to submit a proposal on RFP Digital Device 15/16-4-8 Digital Jackson Phase 2 Devices as listed in this request.

The Jackson County School Board will need 2750 Intel Classmate Palace Hill 2in1 to be used for instruction in the classroom and at home for students and teachers.

All terms and conditions of this RFP, any agenda, Proposer's submission and negotiated terms, are incorporated into the contract by reference as set forth herein. No proposal will be accepted unless these terms and conditions have been met.

## **INSTRUCTION TO BIDDER**

Bid Opening- Sealed proposal shall be received at:

The Jackson County School Board  
c/o RFP DIGITAL DEVICES 15/16-4-8  
Superintendent's Office  
2903 Jefferson Street  
Marianna, FL 32446

**DATE: APRIL 13, 2015**

**TIME: 9:00 AM CST**

Proposals **POSITIVELY** will not be considered after the date and time listed above.

Note: Due to the rural address of the School Board, delivery often requires at least one extra day to arrive. Oral, telephonic (facsimile, telex), emailed or telegraphic proposals are invalid and will not receive consideration.

Proposal **SHALL** include one (1) original (manual signature) and two (2) copies of the proposal. Also provide one copy of the proposal on CD.

Proposals may not be withdrawn for a period of thirty (30) days from the date of the bid opening. Verbal tabulations will not be given on the telephone. Please send a self-addressed stamped envelope to receive a written tabulation.

If a proposal is transmitted by US Mail or other package delivery vendor, the Proposer will be responsible for its timely delivery to the address above.

Any proposal received after the stated time and date will not be considered and will be returned to the Proposer.

All proposals must be signed by an officer or employee having authority to legally bind the Proposer.

Proposer should become familiar with any local conditions, which may, in any manner, affect services required. The Proposer is required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may, in any manner, affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge or preparation for these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Jackson County School Board.

The following documents shall be returned with your proposal:

Response to RFP Form:	Page 4
Proposal Narrative:	Page 8
Certification Regarding Debarment	Attachment A
Drug Free Workplace Certification	Attachment B

**CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:**

If proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Proposer must also simultaneously provide Jackson County School Board with a separate redacted copy of its response.

The Jackson County School Board will make no effort to verify whether or not the redacted material is exempt from Chapter 119, of the Florida Statutes, the Florida Constitution or other authority for which the Proposer is exercising its right to redact information for public viewing. If the Proposer fails to submit a redacted copy with its response, the Jackson County School Board is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request.

**REQUIRED RESPONSE TO RFP FORM**

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this proposal. Included redacted copy with response (Y/N) \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer Signing Agreement

**PROPOSAL CERTIFICATION**

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer. I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. The undersigned agrees by signing this document that employee investigations will be adhered to in accordance with Florida Statutes **1012.32**.

PROPOSER (firm name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

\_\_\_\_\_  
CONTACT PERSON'S ADDRESS:

\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

AX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.**

## **AWARD**

The Jackson County School Board reserves the right to accept or reject any or all proposals.

The Jackson County School Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The Jackson County School Board reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of qualifications or any other information the Jackson County School Board may deem necessary.

The Jackson County School Board reserves the right, prior to approval, to cancel the RFP or portions thereof, without penalty.

The Jackson County School Board reserves the right to further negotiate any proposal, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Jackson County School Board reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

Once bids are evaluated, the Jackson County School Board will post Notice of Intent to Award by electronic posting at <http://www.jcsb.org>. It is anticipated that a recommendation for the award will be presented to the Jackson County School Board for consideration at its April 21, 2015, Board Meeting.

## **TERM OF CONTRACT/RENEWAL**

The term of the contract will be from April 21, 2015 through June 30, 2018. Once the Jackson County School Board has approved, the final results will be posted on the school board website. Services and billing will NOT start earlier than July 1, 2015. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing the proposal.

## **RFP INQUIRIES**

Any questions concerning conditions and specification must be submitted in writing by March 31, 2015. Questions received via e-mail within the required timeframe will be answered at the website. No communication is authorized other than information posted on the website. None of the members of the Jackson County School Board are authorized to interpret any portion of this RFP or give information as to the requirements of the RFP. Website Address for accessing RFP Inquiries: <http://www.jcsb.org>

Send all inquiries to Michael Kilts at [michael.kilts@jcsb.org](mailto:michael.kilts@jcsb.org) with Subject Header: RFP: Digital Device 15/16-4-8. No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Jackson County School Board.

### SPECIFICATIONS FOR DEVICE AND SERVICES

The purpose of this bid is to establish a three (3) year working relationship with a vendor to provide a digital device that meets the below specifications and services described below to Jackson County School Board that supports the digital device.

#### ESTIMATED QUANTITIES

- 225 Devices to arrive no later than July 6, 2015
- 2550 Devices to arrive no later than July 27, 2015

#### DIGITAL DEVICE SPECIFICATIONS

The Device **must** be the Intel Classmate Palace Hill 2in1

This device must meet the minimum specifications as set forth in the below list:

Screen	10" 1366X768 wide-viewing angle, 16:9, 350 nits, Active touch screen, 5-point touch
Processor	Intel®Atom™ Z3740D, 1.8Ghz, Quad Core (or better)
Battery	8 hours (or longer), Polymer battery, 7600mAH(28Wh)
Storage	64GB eMMC (or higher)
Operating System	32-bit compliant Windows 8.1 (Must be eligible for Microsoft's "Shape the Future" Program
System RAM	2GB DDR3L-RS-1333 (or better)
Camera	Front-facing 1.26MP VGA (or better), Rear-facing, 5.0 MP (or better)
Ports/Slots	1 x USB3.0 port, 1 x Micro-SD slot, Audio-Microphone combo-jack, Micro-HDMI
Charging Adapter	12V A/C Adapter
Dimensions	Tablet 277.2 x 177.7 x 11.6 mm, Tablet with dock: 281.3 x 231.3 s 27.8 mm
Weight	683g or ~1.5lbs(Tablet 3G SKU + Passive Stylus), 1173g or ~2.6lbs (Tablet + Dock + Passive Stylus)
Keyboard	Attachable Keyboard (with Battery optional)
Bluetooth	Bluetooth 4.0 Combo Card
Wifi	802.11a/b/g/n 2x2 WLAN, supporting WIDI
Stylus	Capacitive Stylus, Active Stylus (WIP)
Docking	Docking with Battery
Rugged Design	70cm drop-resistance, IP51 (dust-resistance and water-resistance)
Security	McAfee AntiVirus Plus, Intel Education Theft Deterrent (WIP), Computrace by Absolute
Attachments	Snap-on magnification lens, 30x magnification and temperature sensing probe
Audio	Integrated Audio, stereo speaker and digital microphone
Sensors	Accelerometer (G-sensor), Ambient Light sensor, E-compass, Gyroscope, GPS

Software Included	Intel Education Software Suite, MobyMax Software K-8 or its equivalent, Classroom Management Software, Mobile Device Management Software, Microsoft Large Library of Free Apps for Windows 8, Microsoft Office 365
Initial Imaging	The Jackson County School Board will submit the Vendor an imaged device for duplication. The Vendor will image all devices prior to delivery with the School Board's specifications.

**SERVICES**

The Proposer will provide the following services in support of implementation of the devices.

Installation Support	Provide a plan for installation that must include 2-3 qualified individuals to assist in the unpacking, naming the device, joining the District domain, custom asset tagging, necessary tech requirements for proper function of device, and delivery to schools. The estimated number of days for installation to be completed is 10-12 working days. The work schedule for Jackson County School Board is a four-day work schedule during June and July and return to a five-day work schedule the second week of August. The Jackson County School Board will provide at minimum, 3 tech support staff to assist in the installation.
Warranty	Provide a minimum of one-year warranty on the battery, provide a minimum of three-year warranty on device for normal wear and tear on internal and external components. Warranty will include issues with hardware and software components of the device that limit its proper use. Not included is damage caused by accident, abuse, neglect of the device. Additional exclusions for warranty coverage must be disclosed in the Proposal submitted and is subject to negotiations with the Jackson County School Board prior to approval.
Insurance	Provide an insurance policy cost per device that will cover cost for replacement of commonly broken items. These items are: keyboard, screen, stylus, internal charging port connector, charging adapter. Indicate the full cost of replacing each of these common items and indicate the cost for deductible to replace each item. For example- the full cost of replacing a screen is \$100, but the deductible with insurance to replace the screen is \$50.
In-Kind	The Proposer has the option to provide the Jackson County School Board with overage devices to support implementation at no cost. This overage will be calculated based on a percentage of what is ordered.
Summer Refresh	The Proposer will submit a plan of implementation that must include 2-3 qualified individuals to support in the refresh/image of each device in June or July of 2016 and 2017 to prepare for the upcoming school year. The estimated number of working days, with a four-day work week, to complete is 8-10 working days.

## **VENDOR QUALIFICATIONS**

The Vendor shall have the following qualifications:

- The Vendor must provide technical support plan which must include services during 7:00AM-4:00PM CST to troubleshoot hardware and software issues.
- Qualified staff to support installation and refreshing of devices on-site during specified times.
- Provide three articles of evidence of implementing a 1:1 Digital Device Initiative within a 20% variance of what is being requested. Articles of evidence may include but are not limited: web links, journal articles, press releases, etc.
- Provide a synopsis of the history of the company that will show the ability to support implementation which includes, but is not limited to the following: years in business, primary and subsidiary services provided, strengths of the company, stability and existing customer satisfaction with services particular to this Proposal.

## **PRICING**

The pricing of the devices and services shall be in this method:

- Digital device specifications shall be all-inclusive with one per unit price.
- Installation shall be quoted as a per day fee with the maximum number of days to be quoted at 12 working days. Payment will be rendered based on the number of days worked, not to exceed 12 working days.
- Summer refresh/reimage shall be quoted as a per day fee with the maximum number of days to be quoted at 10 working days. Payment will be rendered based on the number of days worked, not to exceed 10 working days.
- Warranty shall be quoted per unit.
- Insurance shall be quoted per unit.
- Price for fixing each stated item without insurance and with insurance.

## **NARRATIVE RESPONSE TO RFP**

Submit a typed narrative in 12-point font, double-spaced, Times New Roman with one inch (1") margins with the following sections:

Section A: Vendor Qualifications

Section B: Device Specifications

Section C: Services to Provide

Section D: Pricing

Section E: Required Response to RFP Form

Section F: Disclosure for Confidential, Proprietary or Trade Secret Material

Attachment A : Certification Regarding Debarment

Attachment B : Drug Free Workplace Certification



Submit proposal as one (1) original manual signed copy secured with a paper clip, submit two (2) copies secured with a paper clip. Proposals shall not exceed 12 pages in its entirety, inclusive of attachments.

### **PROPOSAL EVALUATION PROCESS**

A committee from the Jackson County School Board will convene to review and evaluate responsive proposals, for the purpose of making a decision as to an intended award. All proposal received by the submission deadline will be reviewed. The committee members will independently score and rank each proposal in accordance with the evaluation criteria listed in the Evaluation Criteria section below.

The individual scores will be compiled and the proposals ranked. The committee members will discuss the proposals and any differences they may have. It is possible for the ranking to change during this meeting based on a better understanding of the facts presented in the proposals. A final consensus ranking will be made during this discussion.

The committee reserves the right to invite firms in for oral presentations or conduct conference call(s). Prior to presentations, the committee will provide each firm with a standard set of questions to be address in their oral presentation.

The Jackson County School Board committee reserves the right to reject all proposals and solicit bids in another round of proposals. Only one proposal will be selected to provide the product and services.

### **EVALUATION CRITERIA**

The Jackson County School Board committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

### **RANKING VALUES**

**60 POINTS-** Price of device will be comprised of 45 points, price of installation and refresh will be 5 points, price of warranty will be 5 points and price of insurance will be 5 points for a total of 45 points awarded for price of product and services.

**20 POINTS-** Response to services and technical support to be provided in support of implementation of the product and services.

**20 POINTS-** Vendor qualifications, viability and prior experience

**TOTAL POINTS= 100**

### **CANCELLATION OF AWARD/TERMINATION/FUNDING OUT**

The Jackson County School Board reserve the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Jackson County School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

### **LOWEST CORRESPONDING PRICE**

The awarded vendor shall afford the School Board the lowest corresponding price for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, the Jackson County School Board reserves the right to purchase the item(s) from the state of Florida contract.

### **DEFAULT**

In the event that the awarded proposer(s) should breach this contract, the Jackson County School Board reserves the right to seek remedies in law and/or in equity.

### **LEGAL REQUIREMENTS**

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and school districts' Policies that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to Jackson County School Board Policies, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of Vendors Contract.

Proposer(s) doing business with the Jackson County School Board are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

### **CONFLICT OF INTEREST**

All proposers must disclose the name of any officer, director, or agent who is also an employee of the Jackson County School Board. All proposers must disclose the name of any School Board employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches. All firms must list all and any affiliations they have with other firms. The proposal for any firm found to have an affiliation with potential vendors will be considered nonresponsive and not be evaluated.

## **INSURANCE REQUIREMENTS**

Proof of the following insurance will be furnished by the awarded proposers/bidders to the Jackson County School Board by Certificate of Insurance.

### **Workers' Compensation Insurance**

The Proposer shall have Comprehensive General Liability Insurance including contractual and product liability coverage, with minimum limits acceptable to the Jackson county School Board. The proposer will at the request of the school board, supply certificates evidencing such coverage and listing the Jackson County School Board as "additional insured" on said policies.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of an insurance program required by this contract.

## **PROFESSIONAL LIABILITY**

The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$500,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Jackson County School Board and each officer, agent and employee of the School Board against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder. This policy must be continued or tail coverage provided for two years after completion of the project.

## **COST INCURRED IN RESPONDING**

All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the Proposer.

## **SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the Jackson County School Board. The Proposer(s) will be fully responsible to the Jackson County School Board for the acts and omissions of the sub-proposer(s) and their employees. After award of contract, any changes in subcontractors or sub-proposers require prior written approval from the Jackson County School Board.

**BRAND NAMES AND SAMPLES**

Where a definite product is specified, it is not the intention of the board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the school board or its representative and such determination shall be final and binding on all bidders. Alternates will be considered.

Any deviations from the attached specifications must be explained in detail: otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the bidder's expense, tagged and labeled with bidder's name, item number and bid number.

**PRICING**

All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Jackson County Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy unit price shall prevail.

**TAX EXEMPT**

For contracts relating solely to the purchase of equipment, materials, or supplies, no taxes shall be included in the bid price; the school board is exempt from state and federal sales, use and excise taxes. Florida sales tax exemption # 85-8012740175C-6 appears on the purchase order.

**INVOICING**

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.

**TRANSPORTATION AND TITLE**

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. The shipper will prepay all transportation charges. No premium carriers will be used for the school district's account without prior written consent of the purchasing manager.

**CLAIMS RESPONSIBILITIES**

It shall be the responsibility of the vendor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, vendor will be immediately notified by phone with a follow-up letter within 24 hours of notification.

**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.

**RISK OF LOSS**

The bidder assumes the following risks: (a) All risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (b) All risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (c) All risks of loss or damage to any property received by the bidder or held by the bidder of its suppliers for the account of the school district, until such property has been delivered to the school district; (d) 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.

**DISCRIMINATORY/DEBARMENT VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory/debarment 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 or real property to a public entity, may not award or perform work as a contractor, supplies, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Vendor must complete attached Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lower Tier covered Transactions. (Attachment A)

**PATENTS**

Bidders agree to indemnify and save harmless the school district, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patents by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

**PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or business with any public entity in excess of the threshold amount provided in the section 287.017., for category two for a period of 3 months from the date being placed on the convicted vendor list.

### **PREFERENCE FOR DRUG-FREE WORKPLACE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. Vendor must complete Drug – Free Workplace Certification Form (Attachment B).

### **NOTICE TO CONTACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of section 247a (e) of the immigration and nationalization act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

### **CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY**

Contractor and contractor's employees shall sign in at the office of the principal at each school upon arrival and check out upon departure. Contractor and contractor's employees shall abide by school board policy, drug free workplace act of 1988, and Florida Statute 10012.465 background screening requirements for certain non-instructional school district employees and contractors.

### **LEVEL 2 SCREENING REQUIREMENTS**

The following provisions which implement the requirements of Florida Statute 1012.465 shall be added as additional terms and conditions of the contract:

In accordance with Florida Statute 1012.465, all contractors, vendors, individuals and other entities under contract with the school board, and the employees and subcontractors of any such contracting party, who are permitted on the school grounds when students are present: who have direct contact with students; or who have access to or control of school funds must meet level 2 screening requirements as described in section 1012.32, Florida Statutes. A level 2 screening includes conducting a background check and filing with the Jackson County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district employee trained to take fingerprints. The contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to contractor and its employees. Information on the School Board's finger print procedures is located on the school board's web site: <http://www.jcsb.org/?DivisionID=7933&ToggleSideNav=>.

Any personnel of the contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school sponsored activities when students are present, or to have access to school district funds. It is the responsibility of the contractor to assure compliance with this requirement. A certificate of the compliance in the form required by the school board shall be filed by the contractor with the school district prior to the delivery of any labor, services, or materials under this contract. Contractor agrees that in the event the contractor or any employee who the contractor has certified as completing the background check and meeting the statutory standard is later convicted of or pleads nolo contendere to any disqualifying offense as outlined in section 435.04, Florida Statutes the

contractor will notify School Board within 8 hours of such. Contractor will update the required form to delete employees leaving the employ of contractor or to add new employees who have completed the background check and met the required standards. The parties agree that the contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the school board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to hold harmless the school board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from contractor's failure to comply with the requirements of this addendum or sections 1012.32 and 1012.465, Florida Statutes.

#### **RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES**

If contractor has a Level II clearance registered with another Florida school district, they may be able to obtain a Jackson County School Board vendor I.D. badge. Contractors should check with the personnel department or verify clearance and obtain a vendor I.D. badge.

#### **ASSIGNMENTS**

Any contract or purchase order issued pursuant to this bid invitation, and any monies which may become due there under, are not assignable except with the written consent of the District School Board of Jackson County or its agent. Any requests for assignment must be directed to the purchasing agent in writing stating the reason for the request and any other particulars germane to the proposition.

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV January 30, 1989, Federal Register (pages 4722-4733).

**\*BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE\***

- (1) The prospective lower tier certifies, by submission of this proposal, that neither it nor its principals is 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.

\_\_\_\_\_  
Organization Name RFP: DIGITAL DEVICE 15/16-4-8  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date



## ATTACHMENT A CONTINUED

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
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," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rule 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 form 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tiered Covered Transactions," without modification, in all lower tier covered transactions and in all solicitation 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 Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information 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.

**ATTACHMENT B**

**DRUG - FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) 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 it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for procession 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or 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.

---

Signature

Date

**ATTACHMENT C**

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: PO Box 5958  
ATTN: Michael Kilts, Marianna, FL 32447 (Please print or type, except signature)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Country: \_\_\_\_\_

ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

We, the undersigned, have decline to bid on RFP: DIGITAL DEVICE 15/16-4-8 for the following:

- Digital Device
- Insurance
- Warranty
- Installation

For the following reason(s)

- We do not offer this product or the equivalent
- Insufficient time to respond to the invitation to bid
- Remove our name from this bid list only
- Our product schedule would not permit us to perform
- Unable to meet one or more of the requirements
- Other (Specify below)

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_