

**St. Johns County School District**  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084



# REQUEST FOR PROPOSAL (RFP)

## REQUIRED RESPONSE FORM

**RFP TITLE: School Pictures**

RFP NO.: 2018-43  
RELEASE DATE: December 13, 2018

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass  
Director of Purchasing  
(904) 547-8941  
patrick.snodgrass@stjohns.k12.fl.us

**RFP DUE DATE AND TIME: January 23, 2019 @ 1:30 pm**  
**RFP OPENING DATE AND TIME: January 23, 2019 @ 2:00 pm**

SUBMIT RFP TO: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for proposal to be considered.

- Literature     Specifications     Catalogs     Product Samples: See Special Conditions  
 Debarment Form     Manufacturer's Certificate of Warranty  
 Drug-Free Workplace Certification     List of References  
 Certificate of Insurance: See Special Conditions  
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

**PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.**

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

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN: \_\_\_\_\_

**Signature of Owner or Authorized Officer/Agent** \_\_\_\_\_ Telephone: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_ FAX: \_\_\_\_\_

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

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" or "Contractor" or "Respondent" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
  - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit

with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.
- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs 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 proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to

rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

**For this RFP:**

- A.  Student contact not anticipated
- B.  Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

**The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.**

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must 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 district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
  - a) **Debarment:** The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
  - b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made**.
  - c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 38. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
  - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]

- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

**40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

**41. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; [sjpubrec@stjohns.k12.fl.us](mailto:sjpubrec@stjohns.k12.fl.us) ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084**

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

## DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 action 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
(Vendor's Signature)





**PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

RFP number and description: \_\_\_\_\_

Identify the state in which the Proposer has its principal place of business: \_\_\_\_\_

**Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.**

**However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

**OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES**

(To be completed by the Attorney for an Out-of-State Proposer)

**NOTICE:** Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Proposer’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 Proposer’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 or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

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

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Proposer’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 contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Proposer’s principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

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

Signature of out-of-state proposer’s attorney: \_\_\_\_\_

Attorney’s printed name: \_\_\_\_\_

Address of out-of-state proposer’s attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state proposer’s attorney: \_\_\_\_\_

Attorney’s states of bar admission: \_\_\_\_\_

Proposer’s Signature: \_\_\_\_\_

Proposer’s Printed Name: \_\_\_\_\_

**ST. JOHNS COUNTY SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**SPECIAL CONDITIONS**

1.0 **INTRODUCTION**

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals from qualified Contractors for School Pictures. The intention of this RFP is to provide Elementary, K-8, Middle and High Schools with a pool of qualified companies from which to choose their school picture provider. Granting of an award does not guarantee that a company will be chosen to provide services.
- 1.2 The St. Johns County School District includes 18 Elementary Schools, 6 K-8 Academies, 7 Middle Schools, 7 High Schools, 1 Technical College, 2 Alternative Schools, 1 Virtual School, 3 Charter Schools, and 2 Juvenile Justice Facilities. Located in Northeast Florida, the District stretches over 608 square miles, serves over 40,000 students and includes over 4,500 full and part time employees.

2.0 **PREPARATIONS AND SUBMISSION REQUIREMENTS**

- 2.1 All proposals must be received no later than, January 23, 2019 @ 1:30 PM and must be delivered to:

St. Johns County School District  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and three (3) photocopies of the proposal must be sealed in one package and clearly labeled "RFP #2018-43 School Pictures" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.

## **RFP #2018-43 School Pictures**

- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are 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 of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.

### **3.0 EXPARTE COMMUNICATION**

Ex parte communication, whether verbal or written, by any potential Proposer or representative of any potential Contractor to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Proposers submittal.

Ex parte communication (whether verbal or written) by any potential Proposer or representative of any potential Proposer to this RFP with District Board members is strictly prohibited.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a Proposer are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP.

However, in no event shall any existing Proposer intending to submit a response, initiate communications to any member(s) of the St. Johns County School Board; it being

## RFP #2018-43 School Pictures

understood such communication initiated by a Proposer under these circumstances would not be in the ordinary course of business.

### 4.0 **TIME SCHEDULE**

4.1 The District will attempt to adhere to the following schedule, however, makes no guarantee that the schedule will be achieved.

RFP Release	December 13, 2018
Deadline for Questions	January 7, 2019 @ 12:00 PM
Questions/Answers posted on DemandStar	January 8, 2019 @ 5:00 PM
Proposals Due	January 23, 2019 @ 1:30 PM
Proposals Opened	January 23, 2019 @ 2:00 PM

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.2 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than January 7, 2019 @ 12:00 PM to:

Patrick Snodgrass  
Director of Purchasing  
[patrick.snodgrass@stjohns.k12.fl.us](mailto:patrick.snodgrass@stjohns.k12.fl.us)

**Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.**

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website [www.demandstar.com](http://www.demandstar.com) no later than January 8, 2019 @ 5:00 PM.

4.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

4.4 No Addendum will be issued later than January 9, 2019, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.

4.5 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – [www.demandstar.com](http://www.demandstar.com).

## **RFP #2018-43 School Pictures**

### **5.0 CONTRACT/RENEWAL**

- 5.1 The term of this contract shall be from July 1, 2019 to June 30, 2022 and may by mutual agreement between the District and the awarded vendor be renewable for up to three (3) additional one (1) year periods.
- 5.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **6.0 DISTRICT'S RIGHTS AND RESERVATIONS**

- 6.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 6.2 The District reserves the right to require Proposers to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 6.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 6.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 6.5 The District reserves the right to conduct interviews with any of the Proposers and to require a formal presentation by any of the Proposers.
- 6.6 It is the intent of the District to award this RFP to multiple sources.
- 6.7 The District reserves the right to further negotiate any proposal with the highest rated vendor(s).
- 6.8 The RFP award will be made at the sole discretion of the St. Johns County School Board.
- 6.9 Granting of an award does not guarantee that an awarded Proposer will be chosen to provide services.

### **7.0 MINIMUM REQUIREMENTS**

In order to be considered for evaluation, the Proposer must possess the knowledge and skills to effectively provide school pictures and photography services throughout the District. Such knowledge and skills must include the following qualifications:

- 1) Proposer must have an active registration to do business in the state of Florida ([www.sunbiz.org](http://www.sunbiz.org)) at the time of RFP opening.

## **RFP #2018-43 School Pictures**

- 2) Proposer must provide a statement that Proposer's Firm has been in the business of taking school pictures for at least 2 years.

### **8.0 SCOPE OF SERVICES**

- 8.1 The RFP is for school pictures and photography services related to school activities within the District. The intention of this RFP is to provide Elementary, Middle, K-8 and High Schools with a pool of qualified companies from which to choose their school picture provider. Granting of an award does not guarantee that a company will be chosen by a school to provide services.
- 8.2 Proposer shall provide at it is own expense, all supervision, labor, tools, equipment, materials, transportation, licenses and anything necessary to provide professional quality of photography services in accordance with the requirements of this RFP.
- 8.3 Proposers shall, if chosen by a school, provide three or more standard picture options. The school Principal may request additional picture packages suitable for the student population for their school.
- 8.4 Proposers submitting proposals for High Schools must be able to provide service for the following:
  - Individual Underclass Portraits
  - Individual Senior Portraits
  - Prom Portraits

Proposers may also offer additional photography services in their submittal and shall be required to provide additional photography services as requested by school Principals. Graduation ceremony photographs and senior panoramic photographs are specifically exempt from this RFP.

- 8.5 Proposers submitting proposals for Middle Schools must be able to provide service for the following:
  - Individual Portraits
  - Class Portraits
  - Group/Club Portraits

Proposers may also offer additional photography services in their submittal and shall be required to provide additional photography services as requested by school Principals.

- 8.6 Proposers submitting proposals for Elementary Schools must be able to provide service for the following:
  - Individual Portraits
  - Class Portraits

## RFP #2018-43 School Pictures

- Group/Club Portraits

Proposers may also offer additional photography services in their submittal and shall be required to provide additional photography services as requested by school Principals.

8.7 Proposers submitting proposals for K-8 Academies must be able to provide service for the following:

- Individual Portraits
- Class Portraits
- Group/Club Portraits

Proposers may also offer additional photography services in their submittal and shall be required to provide additional photography services as requested by school Principals.

8.8 Additional package options may be negotiated with the school Principal at no additional cost to the school or District. Prices for additional packages negotiated with school Principal must include all applicable taxes, shipping, handling and delivery. No packages, other than those listed in **Attachment A Fee Schedule** or negotiated with the school Principal, may be offered for sale.

Any sitting fees to be charged to seniors must be defined in writing and signed by the school Principal and authorized representative of the Proposer. This information must be included in all applicable materials sent to students and parents.

8.9 Proposer shall, if the school desires for the company they have chosen, take orders directly from school members (students, faculty and staff) and collect money from school members without involving school personnel in these transactions (except to provide reports and other interactions as agreed to with the school Principal or designee) at no charge to the school or District.

8.10 Proposer shall utilize procedures to take pictures in a manner that will cause the least amount of disruption to the students and the school. All student and package pictures shall be completed with the number of days agreed to with the school Principal or designee. Make up days will be offered at no additional charge.

Proposer shall make trips to school as necessary to cover candid and group or club pictures.

8.11 Proposer shall take individual color photographs of every school member, if the school members so desire. All pictures will be photographed by trained photographers, using state of the art equipment, and printed on quality paper. There is no charge to the school member for the standard yearbook portrait. School members are under no obligation to purchase photography packages.

## **RFP #2018-43 School Pictures**

- 8.12 The quality of photographs will be superior, meet all yearbook publication requirements (uniform sizing/cropping, pose, head size, background color, attire, and will be deemed satisfactory to school members, parents, publications staff and school advisor.

Proposer shall, if selected by a school, provide pictures that are the same quality as the sample pictures shown to the schools. Any picture sample shown must be taken by Proposer's photographers.

- 8.13 Proposer shall provide properly labeled photos and proof sheet (in a media form as agreed to with school Principal or designee, i.e. CD, drop box, email, or other delivery method) to school, by class, student or other agreed classification, for records and/or yearbook publisher use at no additional charge if requested by school. Proposer shall deliver any picture proofs and order packaging as well as final ordered picture packages in a method as agreed to by school Principal or designee with no additional charge. Proposer shall provide school with a report showing students photographed and students not photographed.
- 8.14 Proposer shall provide service at the highest standards to parent, student, and school addressing concerns in a timely manner (not to exceed 3 business days). Proposer shall provide a local or toll free number and email address that parents and schools can use.
- 8.15 Proposer shall provide a guarantee of satisfaction. Guarantee should include that all pictures will be satisfactory to students and parents. If pictures are not satisfactory, they will be re-taken for no charge or students' or parents' money will be refunded, at the option of the student and/or parent. The Proposer may not charge fees for retaking of photographs.
- 8.16 Proposer shall have at least one local service representative handle and/or manage all aspects of the account.
- 8.17 Proposer shall, upon being chosen by a school, provide actual brochures, price sheets, literature, etc., to be used, to the school Principal for approval prior to distribution to the students and will contain only the items, services, and costs submitted in response to this RFP (additional packages negotiated with Proposer and school Principal may also be included); and will exclude any item or service not approved for inclusion in the brochure, price sheet, literature, etc. by the school Principal or designee. Proposer will print and provide approved brochures, price sheets, literature, etc. for distribution. Proposer will provide flyers/posters with pre-printed dates and times of the photo shoot(s) including make-up days, at no charge, at least ten (10) business days prior to scheduled shoots (unless school Principal or designee has waived this time frame or requirement).
- 8.18 Proposer shall provide student IDs at no charge. These items will be sorted in accordance with the school preference (alphabetically, by grade, by class, etc.). IDs will be customized for each school
- 8.19 Orders will be delivered in the time frame determined by the school Principal. If selected and Proposer is late with deadlines for pictures to be used in yearbook, Proposer will be



## RFP #2018-43 School Pictures

responsible for paying any charges attributable to late delivery of photos and/or photo CD.

- 8.20 Commissions paid to the schools within thirty (30) days of receipt of final payment date from school member. At the time payment is made, the firm shall provide a full and complete accounting to the school Principal to substantiate the commission paid.
- 8.21 The school or District shall not be liable for any bad debts incurred as a result of the sale of school pictures. Collection of bad debt is the sole responsibility of the Proposer.
- 8.22 All sales of photographs to school members are subject to Florida Sales Tax. The Proposer is solely responsible for collection and remittance of sales tax.

### 9.0 **PROPOSAL FORMAT AND EVALUATION CRITERIA**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal. **Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive.**

- A. **RFP COVER SHEET:** Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- B. **DEBARMENT FORM**
- C. **DRUG FREE WORKPLACE CERTIFICATION FORM**
- D. **PROPOSERS STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**
- E. **INSURANCE COVERAGE:** Insurance certificates evidencing coverage as specified in section 11.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to commencement of any work under this RFP.
- F. **QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF: (weighted value 20 points)**
1. Proposers are to provide information adequately describing their background and areas of expertise. This should include information on the firm itself as well as those individuals that would be designated as the primary point of contact and those individuals providing the photography services. Include a brief history of the business and active business venues.
  2. References: A minimum of three (3) references are required to be received by the District via email no later than January 23, 2019 @ 1:30 PM, from Proposing Firm's clients. Proposing Firm's clients shall email the completed Reference Form (see **Attachment B**) to [Laura.Bowden@stjohns.k12.fl.us](mailto:Laura.Bowden@stjohns.k12.fl.us), and references shall be received from the client's email address. Failure to provide references as stated

## **RFP #2018-43 School Pictures**

herein may result in proposal being deemed non-responsive. References from the St. Johns County School District shall not be considered.

### **G. SERVICE: (weighted value 30 points)**

1. One (1) sample photograph package for each school level that is of the quality the Firm proposes to provide. This should include a variety of photographs for the school level(s) the Firm is proposing. Photographs must be arranged and identified as to the school level.
2. Provide sample literature that would be provided to schools for distribution to students and parents.
3. Proposers must include a sample standard agreement form with their submittal. This must include a clause allowing the District to cancel for convenience. This agreement will be reviewed by the Purchasing department. In the event a Proposer's standard agreement deviates from the terms and conditions of this RFP, this RFP shall prevail.
4. Proposers may provide additional information regarding related services offered by their firm. Additional information may be useful for school Principals in determining other services which may be required.

### **H. FEE SCHEDULE: (weighted value 30 points)**

1. This RFP requires a minimum of 3 package options to be provided for each school level. Proposer must complete and submit **Attachment A Fee Schedule**, identifying:
  - a. School Levels for which service can be provided
  - b. 3 package options that will be offered to each School Level detailing the price and what is included. All applicable taxes, shipping, handling and delivery must be incorporated into the submitted prices.

### **I. COMMISSION AND SUPPORT: (weighted value 20 points)**

1. Proposers must state the commission they will provide to schools based on the sale of pictures to students, faculty and staff.
2. Proposers may also offer other support in addition to commission which should be detailed in their response.

## **10.0 PROPOSAL EVALUATION PROCESS**

10.1 Proposals are received and publicly opened. Only names of Proposers are read at this time.

10.2 All proposals will be evaluated in accordance with the evaluation criteria specified in this document.

## **RFP #2018-43 School Pictures**

10.3 The proposal evaluation process shall be applied through written proposals, and, if applicable, interviews or oral presentations. It will consist of an evaluation of all responsive and responsible proposals by a committee (“Committee”) consisting of District personnel.

10.4 Committee members shall independently review and score the written proposals in each criteria in Section 9.0 F-I in accordance with the following scale:

0 = Unsatisfactory: Not responsive to the question.

1 = Below Minimum Standards: Responsive to the question but below acceptable standards.

2 = Marginal: Minimal acceptable performance standards and responsive to the question.

3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.

4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Evaluation Committee member’s score will be multiplied by the “weighted value” assigned to the different sections listed here, resulting in the total score for that section.

The weighted value for each criterion is indicated in parenthesis in Section 9.0 F – I and is the multiplier that will be applied to the scoring as indicated

10.5 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.

10.6 After an evaluation of the written proposals, the evaluation committee may conduct interviews or require oral presentations from a short list of Proposers. If this is determined, your company will be contacted for the interview or oral presentation. This is an optional interview that will be determined by the evaluation committee. In the event interviews or oral presentations are requested, the same proposal evaluation process shall apply. All Contractors on the short list will start with a score of zero, and will be rescored using all information provided to the District through written proposals, interviews or oral presentations.

10.7 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to pursue negotiations and execute a contract with all qualified Proposers. If a contract cannot be reached with any of the qualified Proposers, the District reserves the right to acquire commodities and services specified in this solicitation from any Contractor of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.

### 11.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability

## **RFP #2018-43 School Pictures**

Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

### 12.0 **VENDOR PAYMENT**

It is anticipated that Proposers, if chosen by a school, will be required take orders directly from school members (students, faculty and staff) and collect money from school members without involving school personnel in these transactions. As such, no payment will come from schools or the District.

**Attachment A**  
**FEE SCHEDULE AND CERTIFICATION**



Directions: Please select School levels for which the Proposer would like to be considered.

\_\_\_\_\_ ELEMENTARY SCHOOLS

\_\_\_\_\_ MIDDLE SCHOOLS

\_\_\_\_\_ K-8 ACADEMIES

\_\_\_\_\_ HIGH SCHOOLS

Proposer shall submit prices for three (3) standard packages in the spaces provided. Proposer may offer prices for additional packages, quantities and sizes on a separate sheet(s) which should be labeled "Additional Packages/Products" and submit with the Fee Schedule. Submitted prices must include all applicable taxes and fees. If awarded and chosen by a school, additional packages may be negotiated with school Principal.

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposals, and all attachments and the contents of any Addenda released thereto.

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

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Attachment A**  
**FEE SCHEDULE AND CERTIFICATION**

**ELEMENTARY SCHOOL PACKAGES**

<b>Elementary School Package 1</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>Elementary School Package 2</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>Elementary School Package 3</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

**MIDDLE SCHOOL PACKAGES**

<b>Middle School Package 1</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>Middle School Package 2</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>Middle School Package 3</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

**Attachment A  
FEE SCHEDULE AND CERTIFICATION**

**K-8 ACADEMY PACKAGES**

<b>K-8 Academy Package 1</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>K-8 Academy Package 2</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>K-8 Academy Package 3</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____


**HIGH SCHOOL PACKAGES**

<b>High School Package 1</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>High School Package 2</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

<b>High School Package 3</b>	
<b>Quantity</b>	<b>Size</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Price:</b>	_____

**Attachment B  
Reference Form**

	<p><b>REQUESTING AGENCY: St. Johns County School District</b>  Purchasing Department  3015 Lewis Speedway, Building 5  St. Augustine, Florida 32084</p>
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**The Next Line To Be Completed by the Proposing Firm:**

**Proposing Firm Name:** \_\_\_\_\_

St. Johns County School District RFP Title:  
**RFP #2018-43 School Pictures**

The St. Johns County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than January 23, 2019 @ 1:30 PM EST, via email, to [Laura.Bowden@stjohns.k12.fl.us](mailto:Laura.Bowden@stjohns.k12.fl.us)

**This Section To Be Completed by the Reference Provider:**

What specific services did this firm provide?  
\_\_\_\_\_

Was the firm responsive to your needs and requests?       Yes       No

Was there good communication between your organization and the firm?       Yes       No

Was the firm proactive in resolving problems and disputes?       Yes       No

Was the staff professional and knowledgeable?       Yes       No

Were the services provided in a timely manner?       Yes       No

Would you award a contract to this firm again for similar services?       Yes       No

How would you rate the overall performance of the firm:  
 Excellent       Very Good       Satisfactory       Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_

Name of Person Providing Reference: \_\_\_\_\_

Agency/Company Providing Reference: \_\_\_\_\_

Phone: \_\_\_\_\_      Email Address: \_\_\_\_\_