



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

REQUEST FOR PROPOSALS

Solicitation No: 23-R0008

Greetings:

You are invited to submit your proposals for:

DIPLOMAS & DIPLOMA COVERS

Proposals must be received at the Purchasing Office, 3rd Floor of the Administrative Center, 520 5th Ave., prior to: 10/20/2022 2:00 PM.

A pre-proposal conference and will be held in Room 322 near the Purchasing Office at 10/6/2022 2:00 PM.

To attend virtually via Google Meet:

Video call link: <https://meet.google.com/ddp-pjoh-pke>

Or dial: (US) +1 417-719-9849 PIN: 308 658 084#

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract.

Offerors/proposers should familiarize themselves with the entire proposal packet. Proposals will be submitted as specified herein under this cover sheet.

Sincerely,

Yvette Birkholz
Purchasing Agent

Business Name:

Alaska Business License No.:

Mailing Address:

Business Address (Street Address):

Signature:

Typed or Printed Name:

Phone Number:

Fax Number:

Email Bid Results to:

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SECTION I - INSTRUCTIONS TO OFFERORS
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1. INTRODUCTION

The Fairbanks North Star Borough School District herein after referred to as the "District" or "Buyer" will receive proposals from firms having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area or other disciplines directly related to the proposed service. Other information required by the School District is specified in the "CONTENTS OF PROPOSAL" clause included in this RFP. A selection committee shall review and evaluate all replies and identify the firm(s) that constitute the "competitive range". The firm(s) included in the competitive range may be invited to submit more detailed information, make oral presentations, and/or enter into competitive negotiations. A contract will be offered to the qualified offeror that makes the most attractive offer to the School District based on the evaluation factors specified herein.

2. ORGANIZATION OF RFP DOCUMENT

This RFP is organized into four sections:

Instructions to Offerors;
Statement of Work (SOW);
General Provisions; and
Submittals & Attachments

The description of the task to be performed is included in the Statement of Work. The General Provisions section is included to provide the offeror with the standard contract clauses included in any contract of this type. Unless otherwise specified in this RFP neither the SOW or General Provisions are binding. Clauses in these sections may be deleted, modified, or new clauses added in your proposal or during the negotiation phase of this procurement. Any changes in existing language should be identified in your "ACCEPTANCE OF CONDITIONS" submittal tab. Offerors are placed on notice, however, that a proposal that complies

with these clauses (few or no exceptions stated and a plan that meets the needs of the District as specified in the statement of work) will probably score higher than a proposal with exceptions and a deviation from the stated needs.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this RFP for defects or ambiguities. Offeror's comments concerning defects or ambiguities in the RFP must be made in writing and received by the Buyer at least four (4) working days before the proposal opening date. Such comments will allow time for an addendum to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this RFP. Offerors' protests based upon any omissions, errors, or the content of the RFP will not be considered if not made known prior to the proposal opening date.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written addendum to the RFP. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an addendum to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all offerors shall acknowledge receipt of the addenda. Failure to acknowledge receipt of the addenda may be cause for rejection of proposal as non-responsive.

5. **PROPOSAL FORMS**

Offerors will submit proposals on the schedules provided herein. Offerors will also submit the cover sheet to this solicitation with their proposal and other documents as provided herein. Forms submitted must be complete, legible, and manually signed. Telegraphic or "FAX" proposals will not be accepted.

6. **PRE-PROPOSAL CONFERENCE**

Pre-proposal conferences are held to give offerors an opportunity to address ambiguities, defective specifications, and other concerns contained in the proposal document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-proposal conference, or as stated in the "Solicitation Review" clause, protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING PROPOSALS**

- a. Proposals must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with proposal numbers written on the outside will not be opened until the scheduled date and time. Proposals must be received prior to the opening date and time.

| Offeror's Return Address
XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
520 5th Ave.
Fairbanks, Alaska 99701

(insert the request for proposals number on your envelope)
(insert the opening date on your envelope)

- b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a proposal which is not properly addressed and identified.
- c. The FNSB School District Purchasing Department is located on the 3rd Floor at 520 5th Ave., Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the proposal document lies with the offeror. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the offeror.
- d. Offerors are encouraged to mail return proposals at least five (5) working days prior to proposal opening. Proposals mailed less than five (5) working days before opening should be sent by Postal Express, UPS, FedEx, or similar service.
- e. This is a suggestion only to minimize late proposals received and does not negate the aforementioned disposition of late proposals.

8. CONTENTS OF PROPOSAL

The proposal must be submitted under the Request for Proposal cover sheet. The Request for Proposal Cover Sheet must be completed and signed and shall be the face document of the proposal. Offerors shall present their responses to the items in the order that the items are listed, identifying each response by the tab numeral. Failure to submit proposals in the format specified below shall be considered just cause for rejection of the proposal at the sole discretion of the District. Brochures or other promotional presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper or binders, and expensive visuals are not necessary. The proposal shall include, as a minimum, the following from SECTION IV – SUBMITTALS & ATTACHMENTS:

TAB ITEM

- a. Pricing Proposal
- b. Ordering/Delivery Method
- c. Samples
- d. References
- e. Acceptance of Conditions
- f. Amendment Acknowledgement
- g. Non-collusion Certificate

9. RECEIPT AND OPENING OF PROPOSALS

- a. Proposals received prior to the advertised hour of opening will be kept secured and sealed. The District representative whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered.
- b. No responsibility will attach to the District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified in accordance with the instructions contained herein.
- c. At the time and place fixed for the opening of proposals, the School District's representative will cause the proposals to be opened and recorded. The number of offers received, the identity of offerors, or the contents of a proposal will not be disclosed to the public until all proposals have been evaluated, and negotiations completed if required.

10. **LATE PROPOSALS**

Proposals received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The District reserves the right, at its discretion, to consider proposals which have been delayed or mishandled by the District.

11. **PRICES**

- a. The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.
- b. Prices quoted in proposals must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the proposal price for the affected item.
- c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

12. **CONTRACTOR'S TAX ID NUMBER**

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made.

13. **MODIFICATION, CORRECTION, OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified, corrected, or withdrawn on written, FAX or telegraphic request received prior to the time fixed for the Proposal opening, provided that written confirmation of any telegraphic withdrawal over the signature of the offeror is placed in the mail and postmarked prior to the time set for proposal Opening. Proposals may not be modified or corrected verbally. The offeror bears the same responsibility for delivery of proposal modifications, corrections, or withdrawals as for the original document. All modifications, corrections, or requests for withdrawal must be clearly marked as such. Any attempt to make additions, deletion, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of "Good Faith" and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

14. **EVALUATION OF PROPOSALS**

- a. Evaluation Factors. Evaluation of proposals will be based upon the following factors in no particular order or with no particular weight:
 - i. Price
 - ii. Quality of Program Offered
 - iii. Quality of Product Offered

The School District is willing to pay a higher price for higher technical quality. However, we will not select an offeror merely because it offers higher quality than its competitors. The features of the offeror's proposal must contribute to the achievement of our objectives (see the Statement of Work) and also must be worth the proposed price. We will not select an offeror, no matter what the technical quality reflected in its proposal, if we do not believe the margin of quality is worth

the margin of price in comparison with one or more competing proposals. We will select the offeror whose proposal reflects what we think is the best combination of technical quality and price.

If the technical differences among competing proposals are significant, but the differences in price are insignificant, then technical factors will be the most influential factors in determination of best value. On the other hand, if technical differences are insignificant, but price differences are significant, then price will be the most influential factor. The FNSB School District retains the sole right to determine the suitability of an offer.

b. Negotiations

Offerors are asked to provide their best offer to include pricing as their initial submittals. The School District desires to award a contract based on the initial submissions and offerors should not rely on the negotiation process to modify their offers. However, the District may conduct negotiations in accordance with the following at the District's option:

- i. With the offeror of the most attractive proposal in an attempt to modify the proposal to be acceptable to the District.
- ii. With the offerors who have submitted proposals that are within the established competitive range; or
- iii. With all offerors.

Negotiations, if conducted, will occur after the opening date of the request for proposal. Offerors shall be accorded fair and equal treatment during negotiations with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

c. Best and Final Offer

Upon completion of negotiations, if any, the School District may call for "best and final offers" (BAFO) at its discretion.

15. **CONTRACT DOCUMENTS**

If a formal contract is not prepared upon award, the final agreement shall include and shall constitute the entire agreement:

- a. This RFP;
- b. Amendments to this RFP (if any);
- c. Offeror's proposal;
- d. Amendments to the Offeror's proposal and/or BAFO generated during the negotiation process.

If a formal contract is prepared and executed, it shall constitute the final agreement.

16. **AWARD OF CONTRACT**

- a. The resulting contract will be awarded to the responsible offeror submitting the most attractive proposal as determined by the evaluation factors and complying with the requirements of this solicitation, provided his proposal is reasonable and it is in the best interest of the School District to accept it. The School District, however, reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received whenever such rejection or waiver is in the School District's interest.

- b. The School District reserves the right to accept or reject any or all items of any proposal, where such acceptance or rejection is appropriate and does not affect the basic proposal.
- c. The School District reserves the right to reject any or all proposals, to waive deviations from the specifications and to waive informalities in the proposals received whenever such rejection or waiver is considered to be in the best interest of the School District.
- d. The School District reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the proposal of an offeror who is not, in the opinion of the School District, in a position or qualified to perform the Contract; and any or all offers when such rejection is in the interest of the School District.
- e. Award in part or in whole is contingent upon available funding.

17. ACCEPTANCE PERIOD

To provide time for evaluation of offers received and approval of proposed awards, all offers submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

18. AGGRIEVED OFFERORS

Appeals of contract awards not requiring School Board action must be submitted to the Director of Procurement not later than close of business five (5) calendar days after the posting the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved offeror must serve all other offerors with the notice of the appeal in order to afford them the opportunity to rebut. Failure to given written notice of the appeal provided herein constitutes a waiver by the aggrieved offeror's right of any objection to the award. (FNSB School District Board Policy 442.21 - 442.24; Administrative Regulation 440.12.6.C)

19. ORDER OF PRECEDENCE

The following order of precedence shall govern in the event of a conflict between documents of this Solicitation:

- a. Section II entitled "Statement of Work".
- b. Section III entitled "General Provisions - Service Contracts".
- c. Section I entitled "Instructions to Offerors".

SECTION II - STATEMENT OF WORK (SOW)
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1. SCOPE

The Fairbanks North Star Borough School District is requesting proposals for DIPLOMAS AND DIPLOMA COVERS FOR DISTRICT WIDE HIGH SCHOOLS.

2. BACKGROUND

The Fairbanks North Star Borough School District's secondary system consists of five (5) high schools and alternative programs which include Guided Independent Study (correspondence) Best Homeschool, Effie Kokrine Charter School, and Star of the North Secondary School.

The primary commencement ceremonies occur at the conclusion of the Spring semester (mid- to late-May), with a small contingent graduating after the Fall semester. Proposals should address the issue of providing covers and certificates for Winter graduates as well as for the primary spring ceremony.

3. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide diplomas and diploma covers in the varieties specified herein (Section IV Submittals & Attachments), and in the quantities required by the individual schools for the various commencement ceremonies. Contractor shall also provide diplomas and certificates of achievement, attendance, and/or honorary diplomas as requested by the various schools. Contractor shall provide such items in a timely manner that any errors can be corrected and items replaced prior to commencement dates.

4. DISTRICT'S RESPONSIBILITIES

The District schools shall place orders prior to the deadline(s) specified by the contractor and shall transmit the names and certifications of students in the format proposed by the contractor. Schools shall make every effort to ensure the accuracy of information provided and shall designate an individual that can be contacted for verification and/or clarification of student/certificate information.

5. GUIDELINES FOR PROPOSED PRODUCTS

Schools in the District have been purchasing diplomas and diploma covers for several years and have established minimum expectations for quality and features. As some schools have established higher standards than others, it was agreed that, where quality issues arose, the new standard would lean towards the higher quality. ATTACHMENT A describes the features and

the general quality that is desired for the diploma covers. ATTACHMENT B describes the features and general quality that is desired for the various diplomas.

6. **CONTRACT PERIOD**

Three years: January 1, 2023 – December 31, 2025

7. **CONTRACT ADMINISTRATOR**

The contract administrators for this contract shall be the Assistant Superintendents' Office in coordination with the Purchasing Department.

The School District contact for this solicitation and subsequent contract:

Administration and/or renewals should be:

FNSBSD Purchasing Department

520 5th Avenue

Fairbanks, AK 99701

(907) 452-2000 x11341

purchasing@k12northstar.org

8. **REQUIREMENTS CONTRACT**

This solicitation is issued to establish a requirements contract between the successful bidder (Seller) and the FNSB School District (Buyer). The Seller agrees to supply the items identified on the bid schedule or RFQ Form to the Buyer for the term of this contract. The Buyer agrees to place orders with the seller as requirements occur.

9. **QUANTITIES**

The quantities specified in (Section IV Submittals & Attachments, Tab a. Pricing Proposal) are the Buyer's estimated annual requirements and may vary, more or less, from the quantities actually purchased. The Buyer does not guarantee to purchase any item on the Pricing Proposal or to purchase the estimated quantities. The Buyer shall not be liable for the Seller's inventories maintained in anticipation of Buyer orders.

10. **PRICE ESCALATION/DE-ESCALATION**

Ninety (90) days after award, the Seller may pass on to the Buyer verifiable increases in its supplier's price or increases in shipping costs. Conversely, the Seller shall pass on to the Buyer any decrease of like costs. In either case, the Seller will maintain the same margin. The Seller shall advise the Buyer of price changes as they occur. These price changes shall be reported by submission of a modified "Bid Schedule and Offer" Form or other means mutually agreeable to both parties. Once an order has been placed, the Seller shall not increase the price(s) on that order. The Seller shall be prepared to provide the Buyer documentary evidence to support price changes. The Buyer reserves the right to terminate this contract, in whole or in part, without prejudice, if the Seller increases prices. Additionally, the Buyer reserves the right to terminate this contract, in whole or part, if there is a reduction in price for an item on this contract in the general market and the Seller's price does not reflect this reduction. The Buyer reserves the right, at its option, to audit the Seller's financial records as they pertain to administration of this clause.

11. **RENEWAL OPTION**

This contract may be renewed upon mutual agreement of the Buyer and Seller for five (5) additional one (1) year periods.

SECTION III – GENERAL PROVISIONS
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FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. ACCEPTANCE

Issue of a School District Purchase Order shall constitute acceptance of the Bidder's offer including all the terms and conditions specified in the solicitation. Receipt of a Purchase Order shall cause initiation of performance by the Seller. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. APPLICABLE LAW AND DISPUTES

Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this

agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

3. **ASSIGNMENT AND SUBCONTRACTING**

This Contract or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer and subject to such terms and conditions that the Buyer may impose. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by this Contract, without the prior written approval of the Buyer.

4. **AUDIT OF RECORDS**

Seller shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

5. **BANKRUPTCY**

The Buyer may terminate this Contract in whole or in part by written or telegraphic notice:

- a. If the Seller shall become insolvent or make a general assignment for the benefit of creditors;
or
- b. If a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated with ten (10) days after it is filed.

Termination under this clause shall be in accordance with "Termination for Default" clause.

6. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

7. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

8. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations there under, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The Seller warrants that the items delivered shall comply with the foregoing.

9. **CONTINUING OBLIGATION OF SELLER**

Notwithstanding the expiration date of a contract resulting from this Order, the Seller is obligated to fulfill his responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

10. **NON-DISCRIMINATION**

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

11. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District there from. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

12. **DEFAULT**

- a) The Buyer may terminate this Order in whole or in part by written, email, or FAX notice:
 - i) if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or
 - ii) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or
 - iii) if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or
 - iv) if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or
 - v) if the Seller's financial condition shall become such as to endanger completion of performance.

- b) If the Buyer terminates this Order in whole or in part as provided in paragraph (12.a) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,
- c) The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any others rights and remedies provided by law or under this Order.

13. **DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

TERM	MEANING
a) "Advise"	Advise in writing.
b) "Appoint"	Appoint in writing.
c) "Approval"	Approval in writing.
d) "Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commences under this Contract.
e) "Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
f) "Contract Amendment"	A written alteration in any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
g) "Designate"	Designate in writing.
h) "Direction"	Direction in writing.
i) "Includes"	Includes but is not limited to.
j) "Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
k) "May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited,
l) "Shall"	Shall is imperative.
m) "Statement of Work"	All specifications, drawings, data and other information included or referenced in the Statement of Work. "SOW"
n) "Subcontractor(s)"	All persons, vendors and entities furnishing work, property or services to the Seller for use on this Contract.

- o) "Work" Includes equipment, installation, material and services.

14. **DELAYS**

The Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

15. **DELIVERY**

The Buyer reserves the right to refuse late deliveries. Over shipment allowances, if authorized, will be applied to the entire Order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting there from, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

16. **INSPECTION AND ACCEPTANCE**

- a) All items are subject to final inspection and acceptance after delivery at the Buyer's plant.
- b) If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, the Buyer shall have the right to require their correction or to require replacement.
- c) Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. If not rejected within ten (10) working days after delivery, items shall be deemed to have been accepted.
- d) Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

17. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

- a) **LIMITS** The contractor shall obtain insurance for not less than the following limits:
 - i. Commercial general liability: \$1,000,000 limit
 - ii. Comprehensive automotive liability: \$1,000,000 combined single limit
 - iii. Workers compensation: \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee. This policy must be endorsed with a waiver of subrogation in favor of the School District.
- b) **AUTOMOBILE LIABILITY INSURANCE.**
 - i. All automobiles must be insured when the contractor is using them to do work under this agreement. The following coverages automatically qualify:
 - (a) All autos or

- (b) All owned, nonowned, and hired autos.
 - ii. If the contractor submits insurance covering only scheduled autos, then the contractor agrees to use only those insured vehicles for the work and to insure any additional vehicles before using them for the work.
- c) **WORKER'S COMPENSATION** The contractor understands that all employees must be covered by worker's compensation insurance during the term of the contract with the School District.
- d) **ALTERNATE COVERAGE** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of the section.
- e) **ADDITIONAL INSURED** The School District must be listed as an additional insured in the contractor's commercial general liability policy.
- f) **CERTIFICATE OF INSURANCE** Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.
- g) **CANCELLATION** The school District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.
- h) **INCREASED COVERAGE** During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.
- i) Certificates of Insurance shall be issued to:

Fairbanks North Star Borough School District
520 Fifth Avenue
Fairbanks, AK 99701

18. **INVOICING AND PAYMENT**

A separate invoice shall be issued for each shipment and shall include the Purchase Order number. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Payment will be made thirty (30) days after the latter of (1) receipt of goods, (2) receipt of proper billing for goods, and (3) receipt of all documents required by this Order. The FNSB School District will not pay state/local taxes, interest or late charges.

19. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

20. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

21. **PACKING AND MARKING**

The Seller shall be responsible for safe and adequate packing of the items which shall conform to the requirements of carriers' tariffs. The Seller shall separately mark all cases and packages with the appropriate Purchase Order number. An itemized packing slip, bearing the Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Order.

22. **PATENT INDEMNITY**

The Seller shall indemnify and hold harmless the Buyer, its customers and those for whom the Buyer may act, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by the Buyer by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of the sale or use of any items delivered hereunder. If the use or sale of such item, with respect to which the Seller indemnifies the Buyer, is enjoined as a result of such action or proceeding, the Seller, at no expense to the Buyer, shall obtain for the Buyer and its customers, the right to use and sell said items or shall substitute equivalent items. In the event that the Seller is unable to secure an equivalent item as a substitute, the Seller will indemnify the Buyer and its customers for any kind and all losses or damages sustained by reason of such injunction and infringement.

23. **PRICES**

The Seller warrants that the price of the items covered by this Order are not in excess of the Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items.

24. **SHIPPING INSTRUCTIONS**

- a) Purchase Orders issued as a result of this solicitation are for "prompt or immediate shipment" of the goods contained thereon. Unless otherwise specified, delivery will be made not later six (6) weeks after receipt of a Purchase Order. "Time is of the essence" for this contract and a resulting Purchase Order is subject to cancellation for failure to deliver on time.
- b) FOB Point:
FNSB School District
Shipping & Receiving
1300 Minnie Street
Fairbanks, AK 99701
- c) Sub-Arctic Climate: Offerors are advised that Fairbanks is located in a sub-arctic climate zone and should plan shipments of any product subject to freezing and subsequent damage by a heated means of conveyance. Shipments are subject to below freezing temperatures from September through April.
- d) The Buyer's Purchase Order number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. Memorandum of contents shall be enclosed in each box or package.

25. **TAXES**

The School District is exempt from Federal, State, and Local taxes. A certificate of tax exemption will be provided to the Seller on request.

26. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

27. **WARRANTY**

The Seller warrants that the items, at time of delivery, shall conform to the Seller's specifications, the requirements of this Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. This warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. All implied warranties recognized by the Uniform Commercial Code apply to this Order and the Seller shall not issue any disclaimer to the UCC.

28. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

SECTION IV – SUBMITTALS & ATTACHMENTS
RFP-23-R0008

TABLE OF CONTENTS FOR
SECTION IV
DIPLOMAS & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

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Tab a.
PRICING PROPOSAL

RFP-23-R0008
DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

ITEM NO.	DESCRIPTION	UNIT	QTY
966-28-10	DIPLOMA COVER, FOR 6" X 8" DIPLOMA	EA	1000
	UNIT PRICE _____		
966-28-20	DIPLOMAS, 6" X 8", PRE-PRINTED WITH STUDENT NAME	EA	800
	UNIT PRICE _____		
966-28-25	DIPLOMAS, 6" X 8", BLANK/WITHOUT STUDENT NAME	EA	35
	UNIT PRICE _____		
966-28-26	DIPLOMAS, 6" X 8", BLANK/WITHOUT STUDENT NAME, DATE, OR SIGNATURES	EA	50
	UNIT PRICE _____		
966-28-15	DIPLOMAS, MINI, 3.25" X 2.5", PRE-PRINTED WITH STUDENT NAME	EA	300
	UNIT PRICE _____		
966-28-40	CERTIFICATE OF ATTENDANCE, 6" X 8", PRE-PRINTED WITH STUDENT NAME	EA	35
	UNIT PRICE _____		
966-28-45	CERTIFICATE OF ATTENDANCE, 6" X 8", BLANK, WITHOUT STUDENT NAME	EA	35
	UNIT PRICE _____		

966-28-55	CERTIFICATE OF ATTENDANCE, MINI, 3.25" X 2.5", PRE-PRINTED WITH STUDENT NAME	EA	35
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UNIT PRICE _____

966-28-70	DIPLOMA, HONORARY, 6" X 8", PRE-PRINTED WITH STUDENT NAME	EA	35
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UNIT PRICE _____

UNIT PRICES QUOTED MUST INCLUDE ALL COSTS ASSOCIATED WITH SHIPPING, PACKING, AND DELIVERY TO THE F.O.B. POINT.

USE THE SPACE BELOW TO INDICATE ANY ADDITIONAL COSTS ASSOCIATED WITH YOUR PROPOSAL (e.g. SET-UP CHARGES, REPLACEMENT/EXCHANGE FEES, RETURN FEES, ETC.)

Tab b.
DELIVERY METHOD

RFP-23-R0008
DIPLOMAS & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Explain in detail the proposed method of providing the various schools with diploma covers and the appropriate diplomas. Include the proposed deadlines, lead time for proof setup, lead time for production and shipment, methods of transmittal of student names, etc., methods of proofing both submittals and final products, remedies for omitted or erroneous submittals, and any other aspect of the service you propose to provide. Provide contact information (Name, Phone, Email) for Sales/Order Representative that will be responsible for handling orders.

Tab c.
SAMPLES

RFP-23-R0008
DIPLOMAS & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Please provide samples of the diploma covers and diplomas/certificates that you propose to provide to the School District.

Please also provide color samples for the leatherette covering, the silk moire lining, the corner ribbons, and any foil embossing that is to be done, whether for the diploma covers, or for the diplomas. Swatches should be labeled so that schools can accurately select the desired colors. Consideration will be given to vendors who are able to provide colors that more closely approximate those of the various schools.

This requirement may be waived for offers submitted by the incumbent, if the same products are to be supplied under this contract.

Tab d.
REFERENCES

RFP-23-R0008
DIPLOMAS & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Please provide contact information for at least three other organizations (either schools or school districts) for whom you have provided services of similar scope. This requirement may be waived for offers submitted by the incumbent.

-- organization name:
-- contact name:
-- address:
-- phone number:
-- fax number:
-- E-mail address:

-- organization name:
-- contact name:
-- address:
-- phone number:
-- fax number:
-- E-mail address:

-- organization name:
-- contact name:
-- address:
-- phone number:
-- fax number:
-- E-mail address:

Tab e.
ACCEPTANCE OF CONDITIONS

RFP-23-R0008
DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Acceptance of Conditions. Indicate any exceptions to the clauses contained in Section III (General Provisions - Service Contracts), Section II (Statement of Work), or any enclosures/attachments contained in this solicitation.

Tab f.
AMENDMENT ACKNOWLEDGEMENT

RFP-23-R0008
DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Please indicate each amendment received and sign to acknowledge receipt. Return this form with your proposal packet. Failure to acknowledge receipt of amendments may result in a determination of your proposal as nonresponsive.

Amendment No.	Receipt Acknowledged (Signature)	Date
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Tab g.
NON-COLLUSION CERTIFICATE

RFP-23-R0008
DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

THE OFFEROR CERTIFIES THAT -

- a. THE PRICES IN THIS OFFER HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT, FOR THE PURPOSE OF RESTRICTING COMPETITION, ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR RELATING TO (I) THOSE PRICES, (II) THE INTENTION TO SUBMIT AN OFFER, OR (III) THE METHODS OR FACTORS USED TO CALCULATE THE PRICES OFFERED,
- b. THE PRICES IN THIS OFFER HAVE NOT AND WILL NOT BE KNOWINGLY DISCLOSED BY THE OFFEROR, DIRECTLY OR INDIRECTLY, TO ANY OTHER OFFEROR OR COMPETITOR BEFORE CONTRACT AWARD UNLESS OTHERWISE REQUIRED BY LAW, AND
- c. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE OFFEROR TO INDUCE ANY OTHER CONCERN TO SUBMIT OR NOT TO SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

(Signature)

(Title)

(Business Name)

(Date)

ATTACHMENT A - Guidelines for Diploma Covers
RFP-23-R0008
DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Lightly textured leatherette cover in school color,

Front embossed with school name (and location, if specified) in either gold or silver foil.

Side hinged (Book Style),

Interior: Silk Moire lined with wrapped panels in school colors to complement cover,

Right hand panel to be provided with satin corner ribbons in school colors to complement cover & interior, approximately ½"-3/4" wide, mounted on each of the four corners,

Left panel to be etched with school image, or logo in black with halftone screen

Cover to include 6" x 8" acetate sheet for protection of diploma

Covers to be provided with/in protective envelopes

Covers customized for individual schools as follow:

<u>School</u>	<u>Cover Color</u>	<u>Cover Embossing</u>	<u>Interior Color</u>	<u>Ribbon Color</u>	<u>Cover Text</u>
Lathrop	Purple	Gold	Gold	Purple	Austin E. Lathrop High School Fairbanks, Alaska
West Valley	Red	Gold	Gold	Red	West Valley High School Fairbanks, Alaska
Ben Eielson	Black	Silver	Red	Black	Ben Eielson High School Eielson AFB, Alaska
North Pole	Royal Bl.	Silver	White	Red	North Pole High School North Pole, Alaska
Hutchison	Black	Silver	Light Blue	Silver	James T. Hutchison High School Fairbanks, Alaska
Effie Kokrine	Black	Silver	Red	Black	Effie Kokrine Charter School Fairbanks, Alaska
FNSBSD	Blue	Gold	White	Blue	Fairbanks North Star Borough School District Fairbanks, Alaska
S.O.N.	Black	Silver	Light Blue	Navy	Star of the North Secondary School

Below are the estimated annual requirements for diploma covers. Actual quantities purchased may vary. The district does not guarantee to purchase any quantities, and shall not be liable for the seller's inventories maintained in anticipation of orders.

DIPLOMA COVER - BEN EIELSON H.S., FOR 6" X 8" DIPLOMAS	100
DIPLOMA COVER - HUTCHISON H.S., FOR 6" X 8" DIPLOMAS	80
DIPLOMA COVER - EFFIE KOKRINE CHARTER, FOR 6" X 8" DIPLOMAS	20
DIPLOMA COVER - LATHROP H.S., FOR 6" X 8" DIPLOMAS	200
DIPLOMA COVER - NORTH POLE H.S., FOR 6" X 8" DIPLOMAS	150
DIPLOMA COVER - WEST VALLEY H.S., FOR 6" X 8" DIPLOMAS	250
DIPLOMA COVER - STAR OF THE NORTH, FOR 6" X 8" DIPLOMAS	150
DIPLOMA COVER - ALTERNATIVE PROGRAMS, FOR 6" X 8" DIPLOMAS	50

ATTACHMENT B - Guidelines for Diplomas & Certificates

RFP-23-R0008

DIPLOMA & DIPLOMA COVERS - DISTRICT WIDE HIGH SCHOOLS

Standard Diplomas & Certificates:

6" x 8" stock

65# Cover; American or Keith Parchment, or equivalent

Printed features customized for individual schools:

Heading; school name straight or arched, with up to two (2) colors, with foil if requested.

School crest with up to three (3) colors, with foil if requested.

Standard Diploma/Certificate text; pre-printed Student Name, Certificate Type, Date.

Up to three (3) signature lines, titled as follows, with Signatures inserted (unless otherwise requested):

“President of the Board”

“Superintendent”

“Principal” or “Head Teacher”

Miniature Diplomas/Certificates:

3.25" x 2.5" stock


Miniature version of Diploma/Certificate, printed in black ink, on white paper stock, laminated.

Attachment B.1 Example Diploma

Additional Text 1

North Pole High School

North Pole Alaska



This Certifies That
Student Name
Has satisfactorily completed the Course of Study prescribed for Graduation
from this School and is therefore awarded this
Diploma

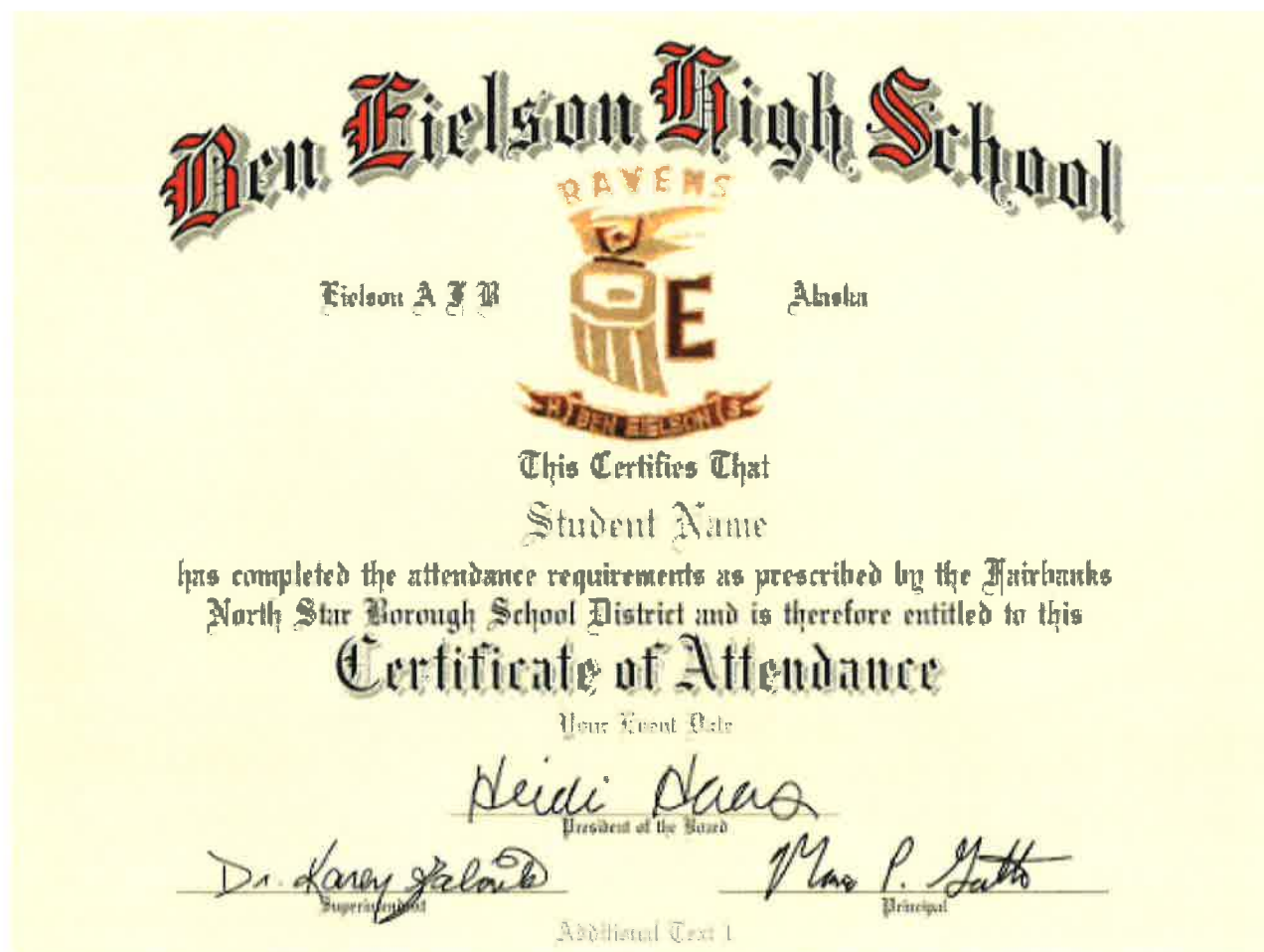
Your Event Date
Heidi Naas
President of the Board

Dr. Karen Gelwick
Superintendent

Bridget Lewis
Principal

Additional Text 2

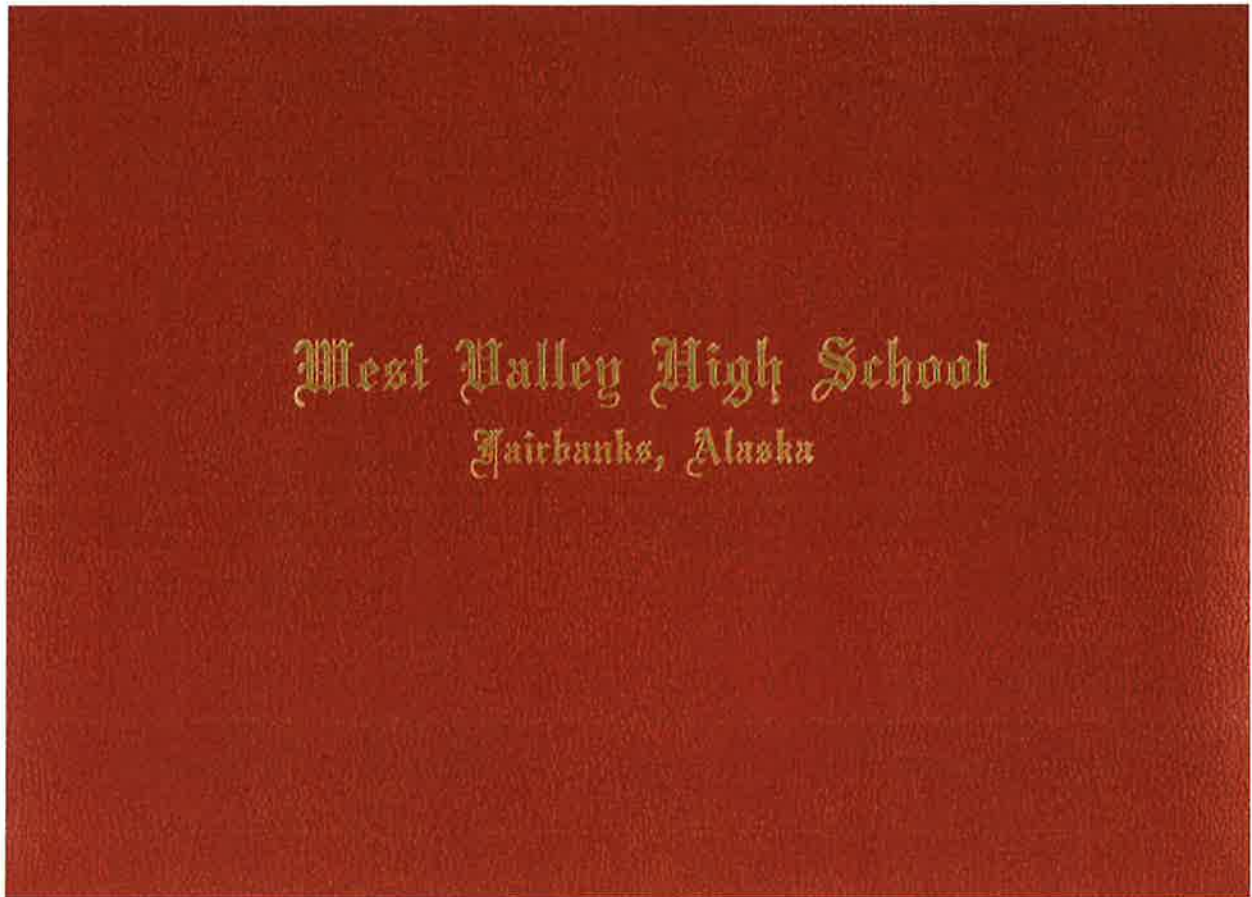
Attachment B.2 Example Certificate of Attendance



Attachment B.3 Example Miniature Diploma



Attachment B.4 Example Cover



Attachment B.5 Example Etching on Interior Cover

