



June 2020  
RFP No. 34-1920  
SECTION II

REQUEST FOR PROPOSALS (RFP) ON:  
**ADAPTIVE DIAGNOSTIC ASSESSMENT  
MIDDLE SCHOOL**

RFPS ACCEPTED UNTIL:  
**1:00:00 P.M. PDT, Tuesday, July 7, 2020**

DATE: June 25, 2020  
RFP NO.: 34-1920  
SECTION I  
TELEPHONE NO.: 509.354.7189  
BUYER: James JJ Johnson

### **STANDARD TERMS AND CONDITIONS**

**RFP COMPLETION:** RFPs must be completed insofar as possible on the enclosed RFP documents and must include an original signature by an authorized representative. Please complete and return (2) copies of the signed and sealed Response Documents to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. RFPs received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of RFPs cannot be accepted unless otherwise indicated in the attached specifications.) RFPs will be opened at the time and date designated above.

**RFP PRICING:** Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless RFP is designated **“all or none”**, respondent may bid on any or all Items. Prices provided shall include all handling and packaging costs. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

**RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening time and initialed. Respondent may not withdraw their RFP after the RFP opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Buyer.

**ADDENDA TO THE RFP:** All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

**ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject RFPs on each Item separately or as a whole, to reject any or all RFPs, to waive informalities, and to contract in the best interests of the District. Successful vendor shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

**TAXES:** The District is not exempt from retail sales tax.

**ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in a public RFP opening meeting should contact James “JJ” Johnson for

Spokane Public Schools, by email ([JamesJ@SpokaneSchools.org](mailto:JamesJ@SpokaneSchools.org)), by phone (509-354-7189), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While the District does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.

**EMPLOYMENT PROHIBITION:** In accordance with Title 28A RCW the vendor shall prohibit any employee of vendor from working at a public school who has contact with children at the public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by vendor to comply with this section shall be grounds for the District's immediate termination of the contract.

**TOBACCO/DRUG/WEAPON PROHIBITION:** District property is a tobacco free, drug free, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.

**SAVE HARMLESS:** Vendor agrees to protect and save harmless Spokane Public Schools against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**AWARDS:** Successful vendor will be notified by Spokane Public Schools via email following purchase approval by Spokane Public Schools Board of Directors.

**QUESTIONS:** Questions regarding RFPs should be directed to James "JJ" Johnson, (509)354-7189 or [JamesJ@SpokaneSchools.org](mailto:JamesJ@SpokaneSchools.org)

### Projected Timeline

Date	Time	Event
June 26, 2020		RFP Released and Advertised
June 30, 2020		Second Advertisement
July 2, 2020		Last date for Questions
July 7, 2020	13:00 PST	RFP due date
July 8-10, 2020		Evaluation of proposals completed
Week of July 13-17, 2020		Selected candidate(s) provide demo
Aug. 13, 2020		Tentative date for Contract award

**ADAPTIVE DIAGNOSTIC ASSESSMENT**  
**GENERAL TERMS AND CONDITIONS**

A. **GENERAL**

1. Spokane Public Schools is the largest school district in eastern Washington and the second largest district in the state. We serve 31,000+ students in 34 elementary schools, 6 middle schools, 6 high schools, as well as eight options schools and programs that support different ways of learning.

As a district, we strive to understand each student's performance and growth toward meeting grade level reading and math standards to be able to provide individualized instruction and resources for each student.

More information about our district can be found on [www.spokaneschools.org](http://www.spokaneschools.org)

2. The district is in search of an adaptive diagnostic assessment that provides teachers and administrators with individualized student performance and growth measures toward meeting grade level reading and math standards.

B. **DISTRICT RIGHTS**

1. Award of Contract: The contract shall be awarded to the vendor with the highest score based on the RFP Evaluation Criteria (Section III, paragraph A). **This will be awarded in the best interest of the District as determined by the District.**

Award of Contract by Spokane Public Schools will tentatively be made by August 13, 2020. Spokane Public Schools reserves the right to reject any or all submittals, to award in the best economic interest of Spokane Public Schools, and to waive any informalities or irregularities in the solicitation process.

2. Assignment of Contract: The Vendor shall not assign this contract nor any part thereof, nor any monies due or to be due thereof, without prior written approval of Spokane Public Schools

3. Form of Contract: The contract between the parties, once completed by the parties concerned, shall be the Spokane Public Schools solicitation specifications, the Response Documents as signed by the Vendor, together with the purchase order signed by Spokane Public Schools and any other contract documentation required by this RFP.

4. Contract Duration: Contracts executed as a result of this RFP shall be effective upon award through August 31, 2021. Spokane Public Schools reserves the option to automatically renew this RFP Contract for two (2) additional one-year periods which, if all optional renewals are exercised, will end August 31, 2023, subject to contract terms and

conditions. The District will notify vendor 90 days prior to renewal if they do not intend to extend the contract for another year.

5. Any violation of advertised features including but not limited to data transfer processes, integration with current systems, communication about servers being down, etc. will be considered a breach and SPS reserves the right after award to vendor to terminate immediately

C. PREPARATION OF THE RFP

1. Examination of the Specifications: Vendors shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, instruments, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.

2. Interpretation of Specifications: If a Vendor finds discrepancies in, omissions from these specifications, or questions their meaning, Vendor is requested to immediately notify James "JJ" Johnson, (509) 354-7189, within the Purchasing Department. If necessary, Spokane Public Schools will issue a written interpretation of the solicitation as an addendum to all vendors. It is the responsibility of each vendor to be aware of all addenda issued. The District will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received less than four (4) business days prior to RFP opening cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from.

Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.

3. Form of the Solicitation (Response Document): Proposals shall be made upon the enclosed form (See Section IV, "Response Document"). Only the amount of information asked for in the document will be considered. Also note that erasures, interlineations or other corrections must be initialed by the persons signing the response document.

Vendors should prepare their responses by entering prices in the spaces following each Item on the Response Document. All prices bid shall include all costs excluding Washington State Sales Tax. However, invoices submitted for payment shall include Washington State Sales Tax if applicable.

4. Submission of RFPs: All RFPs shall be submitted as outlined in the Terms and Conditions. Any responses received after the date and hour scheduled for Opening will be returned unopened to respondent. RFP responses must be submitted with (2) hard copy written responses delivered no later than Thursday, July 2, 2020 1:00:00 P.M. PDT to the District at:

Spokane Public Schools  
Attn: Purchasing – James “JJ” Johnson  
2815 East Garland  
Spokane, WA 99207

5. Modification of Solicitation: No oral modifications will be considered for any response submitted.
6. Withdrawal of Response: No Respondent may withdraw an RFP after the date and hour for the opening and before the award of contract, unless said award is delayed for a period exceeding forty-five (45) days.

D. LIQUIDATED DAMAGES

Spokane Public Schools has an immediate requirement for the materials, equipment or services specified herein. Respondents are urged to give very careful consideration to Spokane Public Schools RFP requirements.

Liquidated damages in this solicitation are defined as the cost to procure locally, or on the open market, the replacement on any rejected or undelivered contract items. The Vendor covenants and agrees that in the event suit is instituted by the purchaser for any non-performance, breach or default on the part of the vendor, and the Vendor is adjudged by a court of competent jurisdiction, he shall pay purchaser all costs, expense expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

E. FORCE MAJEURE

The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall notify district site (s) within 12 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party.

Rights Reserved: Spokane Public Schools reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Vendor shall have no recourse against Spokane Public Schools.

F. CONFLICT OF INTEREST

Spokane Public Schools officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a district purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to the District.

G. MANDATORY DISPUTE RESOLUTION PROCEDURE

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

H. INDEMNIFICATION

The Vendor shall defend, indemnify, hold and save harmless Spokane Public Schools, their agents, representatives and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission relating to or arising from Vendor's discharge of its responsibilities contained in this contract regardless of whether such conditions result from negligence of Spokane Public Schools. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnatee within the scope of the Vendor's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnatee in successfully enforcing the obligation of this Paragraph shall be paid by the vendor.

The Vendor further agrees that its defense, indemnity and hold harmless obligations shall apply to claims made by its own employees against an Indemnatee, but in that instance only to the extent of the Vendor's own negligence or fault in whole or part causing the claimant's damages. To that extent, the Vendor therefore knowingly and expressly waives any immunity that it otherwise might have been entitled to invoke under Title 51 RCW.

I. FAIR TRADE/DISCOUNTS

The supplier shall warrant that any cash discount offered to Spokane Public Schools fairly represents manufacturing, selling or delivery cost savings resulting from the quantity sale and that such discount is reasonably available to all purchasers. Cash discounts will be considered when evaluating prices proposed. However, discounts less than 1 percent or discount periods less than 20 working days after receipt of Items will not be considered as

evaluation factors in the award of contracts.

J. WARRANTY

Product must be warranted and guaranteed to be merchantable by the supplier and fit for the purpose for which intended.

K. INVOICE

Invoices for Spokane Public Schools shall be addressed and mailed to: Spokane Public Schools, Attn: Accounts Payable, 200 North Bernard St., Spokane, WA 99201. Payment will be made following approval and acceptance by the site/department assigned budgetary (or their designee) within 30 days receipt of an acceptable invoice, or receipt of the product, whichever is later.

L. PRICE DECREASES

If, during any term of the awarded Contract, lower prices and rates become effective for like quantities of products under similar terms and conditions through reduction in Manufacturer's or Vendor's list prices, promotional discounts, or other circumstances, Spokane Public Schools must be given immediate benefit of such lower prices and rates.

M. PUBLIC INFORMATION/CONFIDENTIALITY:

The District understands that Vendors may include within their proposal information that is deemed confidential in the opinion of the vendor. The Vendor must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Vendors must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.17.210 and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements. The District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption under the laws of the State of Washington.

N. SYSTEM DEMONSTRATION

Prospective vendors must be prepared to demonstrate their company's services upon request after submission of their proposal. Such a demonstration may include all the requirements noted in the Vendor Qualifying Factors at the direction of the Assessment Department. This demonstration will be no longer than 2 hours in length (1 hours and 45 minute presentation with 15 minutes for questions and answers) and must be attended by the local representative designated within this proposal. Demonstrations will be requested at the sole discretion of the District.

O. INSURANCE

During the term of this Agreement, vendor shall maintain in force at its own expense, General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent vendors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from Vendor to Spokane Public Schools. Vendor shall furnish acceptable insurance certificates. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention levels.

P. RETENTION OF RECORDS

The Vendor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Vendor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by Spokane Public Schools, personnel duly authorized by Spokane Public Schools, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of contract, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

Q. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

R. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of Spokane Public Schools and/or OSPI when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

S. CONTRACT FORMATION

A submission in response to this solicitation is an offer to contract with Spokane Public Schools. Proposals become a contract only when legally awarded and accepted in writing by SPS.

T. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

After school board approval of award, information regarding results of the solicitation may be obtained by accessing the SPS solicitation website: <http://www.spokaneschools.org/solicitations>.

U. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Vendor.

**ADAPTIVE DIAGNOSTIC ASSESSMENT SYSTEM**  
**TECHNICAL SPECIFICATIONS**

A. EVALUATION RATING SCALE

The contract will be awarded on an all or none basis to the vendor scoring the highest number of points as indicated below. Such determination will, of necessity, require some judgmental evaluations by district representatives. **Should it be determined as best for the district, distinct and separate evaluations for middle school assessment and high school assessment may be used.** Other industry specialists may be used in the evaluation process at the discretion of Spokane Public Schools. The decision resulting from the evaluation process as to which product best meets the needs of the district remains the sole responsibility of the district and is final:

- Pricing (20% Consideration)
- Vendor Qualifying Factors/Demonstration (70% Consideration)
- Service and Reference Checks (10% Consideration)

1. Pricing Evaluation (20 points) For evaluation purposes, the District will use line no. 28 – 31 in Response Document to calculate vendor points for this section

Vendor	Price Line No. 28	Price Line No. 29	Price Line No. 30	Price Line No. 31		
ABC	\$25,000	\$5,000	\$7,500	\$5,000	\$42,500	20 Points – low bid
DEF	\$35,000	\$2,000	\$10,000	\$10,000	\$57,000	13.18 points
GHI	\$70,000	\$0	\$0	\$10,000	\$80,000	2.35 points

Evaluation Formula:

Low Bid receives all 20 points

Each bid after that receives a percentage based on the difference between low bid and vendors bid. That percentage is then applied to the 20 points

Example:

Vendor DEF

$(\$57,000 - \$42,500) / \$42,500 = \text{reciprocal percent of } 34.12$

$100\% - 34.12\% = 65.88\%$

$20 \text{ points} \times .6588 = 13.18 \text{ Points awarded}$

## 2. Vendor Qualifying Factors (30 points)

In the vendor qualifying factors, the district has requirements listed that are mandatory and desired. Each factor is listed as Mandatory (M) or Desired (D). The scoring will be as follows for each requirement:

Mandatory

YES = 2

NO = 0

Desired

YES = 1

NO = 0

Top points vendor receives 30 points

Vendor	Total	Points
ABD	20	20.01
DEF	24	30
GHI	12	12

$(30 - 20) / 30 = .33$

$100\% - 33.3\% = 66.7\%$

$30 \times .667 = 20.01 \text{ total points}$

## 3. Vendor Demonstration / District Evaluation Committee (40 points)

The District Evaluation Committee will consider the Vendor Qualifying Factors in determining who will be invited to provide a demonstration. The District Evaluation Committee will use a rubric to evaluate invited vendor demonstrations.

Top Score Vendor = 40 points

2<sup>nd</sup> Place = 25 points

3<sup>rd</sup> Place = 10 points

4<sup>th</sup> Place = 5 points (*if applicable*)

4. Service and Reference Checks (10 points): A minimum of three references (See Attachment A) will be evaluated on the answers received from the reference contacts furnished by the bidder and Spokane Public Schools' previous experience with the vendor that will include, but not be limited to, the following:
  - a. Vendor's product and ease of use for end user
  - b. Vendor reliability and customer service
  - c. Vendor responsiveness with product support
  - d. Web resources and the ability to integrate with the district's network

Scoring will be based on a list of specific questions posed to each reference contact.

**There will be a given score of 1-10 (1 being the worse, 10 being the best) for each question posed. After the reference check is complete, all scores will be added together then divided by the total number of questions on the reference check. It is up to each vendor to provide reference contacts that will respond to Spokane Public Schools' reference request. When a reference contact call is made but a voice message is left because the contact is unavailable, this contact person will have 3 business days to return the call. If they do not return the call in that time frame, the vendor will receive zero points from that reference, which will lower the vendor's overall reference score**

Firm Name: \_\_\_\_\_

**ADAPTIVE DIAGNOSTIC ASSESSMENT TOOL**

**RESPONSE DOCUMENT**

Responses should provide sufficient information about your product to determine if it is the solution for our district's needs. Please include additional product information if necessary to assist in the evaluation.

<b>Requested Information</b>	<b>Response</b>
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	<b>Question</b>	<b>Answer</b>
1.	Company name	
2.	Company address	
3.	Company web page	
4.	Main products/services	
5.	Main market/customers	
6.	Parent company, if any	
7.	Ownership structure and/or strategic partnerships of your company	
8.	Company location(s)	
9.	Number of years product has been on the market	
10.	Describe your business continuity and disaster recovery plans	

11.	Number of Employees	
	Client Service Staff	
	Production	
	R&D	
	Marketing and sales	
	Quality department	
12.	Financial information	
	Number of years in business	
	Sales volume	
	Last year profit	
	Stock markets where your company is listed	
13.	Contact person and person responsible for answering this RFP	
	Telephone	
	Email	
14.	Description of products or services that are already delivered to customers today, and could be comparable to what is requested in this RFP	
15.	What are your total number of installations of the proposed solution?	

16.	What are the technology system requirements for the proposed product?	
17.	Provide three references of customers using comparable products or services for more than one year of like scope. Please include contact information for each customer. If possible, include one government agency within the state of Washington.	
18.	Services/functionality listed in the RFP not available in current version of product, if any	
19.	Please provide information on your implementation methodology and implementation timeframe?	
20.	What training timeline/schedule do you recommend to successfully deploy and support this product?	

21.	Where are your support services located?	
22.	What are the hours of operation and response times for support services?	
23.	What levels of support are available? Define each level.	
24.	Provide a description of all training and support resources and materials, i.e. call center, web help, user groups, etc.	
25.	Does support include all product updates, as well as bug fixes?	

26.	How often are major software upgrades released?	

#### PRICING

28.	Subscription/product/licensing cost for the period 9/1/2020 through 9/1/2023	
29.	Subscription/product/licensing/maintenance cost for each annual renewal	
30.	Setup/implementation/Training Fees	
31.	Professional services cost inclusive of all travel and lodging costs.	

Firm Name: \_\_\_\_\_

**ADAPTIVE DIAGNOSTIC ASSESSMENT**

**VENDOR QUALIFYING FACTORS**

**Instructions**

Complete the spreadsheet by indicating how your proposed solution meets the requirements listed below by placing an "X" in the appropriate column. Include comments or alternatives that may address the requirements in the "Comments" column. Failure to respond to each column can deem vendor non-responsive. Each item is designated Mandatory (M) or Desired (D)

**Definitions:**

	YES	NO	Comment
1. Personalized lessons curated to individual student's competencies (M)			
2. Personalized lessons can be delivered electronically and on paper (M)			
3. User Interface (UI) is intuitive to end-users of varying technical capabilities (D)			
4. Reporting/Data available for individual students, classrooms, buildings, and district overall (M)			
5. Classroom data allows teachers to develop differentiated instruction for groups of students by performance in addition to individual students (M)			
6. Student data reflects student's progress and growth toward standards proficiency (M)			
7. Professional Development for teachers and building administration (M)			

Firm  
Name: \_\_\_\_\_

8. Parent-centric reporting that is easy to understand (D)			
TECHNICAL			
1. Single Sign On (SSO) capability (M)			
2. Student rostering (M)			
3. Integration capability with PowerSchool, PowerTeacher Gradebook, TeacherEase Gradebook. (D)			
4. SFTP Data Transfer on a nightly basis or equivalent (M)			

RFP are subject to all requirements furnished with this response document. By signing RFP document, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that pricing supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of Addenda numbered \_\_\_\_\_ is hereby acknowledged.  
(fill in number of each addenda received)

RETURN RFP TO:  
Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_  
BY (Please Print): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

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

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
ELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

City & State: \_\_\_\_\_

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

**PLEASE RETURN THIS SIGNED FORM WITH THE RFP DOCUMENTS.  
FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

## ATTACHMENT A REFERENCES

Reference 1 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		
Reference 2 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		

Reference 3 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service:	E-mail Address:	OK to Contact?
Dates of Service:	Annual Contract Value:	
Description / Notes:		