

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



# INVITATION TO BID (ITB)

## REQUIRED RESPONSE FORM

BID NO.: 2017-09  
RELEASE DATE: January 17, 2017

**INVITATION TO BID TITLE: Speech Language Pathologist**

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

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

**BID DUE DATE AND TIME: February 17, 2017 @ 1:30 pm**  
**BID OPENING DATE AND TIME: February 17, 2017 @ 2:00 pm**

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

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

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for Bid 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 ITB may also be required – See Special Conditions for details

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID 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 Bidder, 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

Bidder: To ensure acceptance of the bid follow these instructions:

1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" refers to the entity or person that submits the Bid. "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 ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
2. **EXECUTION OF BID:** The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids 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 Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
3. **SUBMISSION OF BID:** The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. 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 ITB. In case of discrepancy in computing the amount of the Bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder 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 Bidder 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: Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.

- c) **Conditions and Packaging:** It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) 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 ITB, 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, Bidder 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 Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
- 6. BRAND NAMES:** The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder 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 Bidder's responsibility to submit with the Bid 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 Bidder 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 ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. 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 ITB Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder 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 Bid 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 ITB Conditions and specifications will be made to any Bidder 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 ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID 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 ITB shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain Bids 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 ITB. 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, ITB 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) ITB 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 Bidder 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 Bidder and return product at Bidder'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 Bidder, 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 Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Bidder 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 Bidder 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 Bidder 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 Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
- 23. ANTI-DISCRIMINATION:** The Bidder certifies that Bidder 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 Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB 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 Bidder 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 Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder 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 Bidder 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 ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB 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 Bidder's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder 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 Bidder, 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 Bidder'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 ITB:**

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

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

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

**The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder 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 ITB 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 ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.

**34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any ITB 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 Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.

**35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under 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 Bidder certifies by signing the Bid and required response form that the Bidder 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 Bidder 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on 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 competitive solicitation by Florida Statute 119.071, the ITB and all Bids 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 Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

**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)



**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

Bid number and description: \_\_\_\_\_

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

**Instructions: IF your principal place of business above is located within the State of Florida, the Vendor 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 Vendor)

**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 Vendor'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 Vendor'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 Vendor'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 Vendor'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 Vendor's attorney: \_\_\_\_\_

Attorney's printed name: \_\_\_\_\_

Address of out-of-state Vendor's attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state Vendor's attorney: \_\_\_\_\_

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

Vendor's Signature: \_\_\_\_\_

Vendor's Printed Name: \_\_\_\_\_

**Bid #2017-09 Speech Language Pathologist**

**ST. JOHNS COUNTY SCHOOL DISTRICT**

**INVITATION TO BID**

**SPECIAL CONDITIONS**

1.0 **INTRODUCTION**

1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting bid pricing on an hourly basis from firms to provide qualified Speech Language Pathologists (hereinafter referred to as SLP) to serve the needs of the children in the District. All services purchased under this bid will be on an as needed basis. The District makes no guarantee of a specific volume of services to be purchased under this bid.

1.2 It is the intent of the District to enter into a contract with a firm or firms to provide qualified Speech Language Pathologists to the District.

2.0 **INSTRUCTIONS FOR BID SUBMITTAL**

2.1 All bids must be received no later than, February 17, 2017 @ 1:30 PM and must be delivered to:

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

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

2.2 Any bid received after the stated date and time, **WILL NOT** be considered.

2.3 One manually signed original bid and one photocopy of the bid must be sealed in one package and clearly labeled "Bid #2017-09 Speech Language Pathologist" on the outside of the package. The legal name, address, bidder's contact person and telephone number must also be clearly noted on the outside of the package.

2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.

2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.

2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

## **Bid #2017-09 Speech Language Pathologist**

- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid 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 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the bid.
- 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.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

### **3.0 AWARD**

- 3.1 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 bids.

## **Bid #2017-09 Speech Language Pathologist**

- 3.2 The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the bid of any firm to be in the best interest of the District and (2) to reject any and/or all bids.
- 3.5 The District reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of the District to award this bid to one or more sources, as determined to be in the best interest of the District.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

### **4.0 CONTRACT/RENEWAL**

- 4.1 The term of this contract shall be from July 1, 2017 to June 30, 2018 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.
- 4.2 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **5.0 BID INQUIRIES/NOTICES**

- 5.1 In order to maintain a fair and impartial competitive process, prospective bidders shall not communicate with District staff or Board members after bids are released. All questions and inquiries must be submitted via email no later than January 31, 2017 @ 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.**

All questions will be answered via posting to the DemandStar website [www.demandstar.com](http://www.demandstar.com) no later than February 3, 2017 @ 5:00 PM.

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

## **Bid #2017-09 Speech Language Pathologist**

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 5.3 No Addendum will be issued later than February 3, 2017, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.
- 5.4 All notices relative to this Bid, 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).

### **6.0 SCOPE OF SERVICES**

- 6.1 The awarded bidder(s) shall provide, as requested, current profiles for SLPs. Profiles shall consist of a resume, skill checklist, current license or Department of Education Certification, and two work references.
- 6.2 The awarded bidder(s) will screen all SLPs to ensure that only resumes of those SLPs meeting the qualifications of the District are submitted for consideration.
- 6.3 The awarded bidder(s) will provide a 24-hour liaison to the District to resolve any issues with any SLPs accepted by the District.
- 6.4 The District will interview potential SLPs at a District site, to be determined by the District.
- 6.5 The District will have sole discretion to accept or reject any or all SLPs presented by the successful bidder.

### **7.0 QUALIFICATIONS**

- 7.1 Each SLP (CFYs will also be considered) accepted by the District will be required to perform duties for the District as outlined in the attached Speech Language Pathologist job responsibilities (**Attachment A**).
- 7.2 Each SLP accepted by the District must be available to work at any school in the District, or with parentally placed private school students at their private school in the District, must be available to work the calendar of the school they are assigned to and must be able to work the same hours as any teacher employed at the assigned school. Teachers are required to work 7.50 hours per day, including student access time. Although full-time placements are preferred, part-time applicants will be considered as needed. The District's regular school schedule is 37.5 hour a week. The regular workday schedule varies by school. Please visit the following site: <http://www.stjohns.k12.fl.us/schools.hours> for school hours. An SLP will be expected to work at one school per day. SLPs providing services to parentally placed private school students will be required to provide those services at the students' private school(s) on an as needed basis, for only the time required by the students' IEPs.

## **Bid #2017-09 Speech Language Pathologist**

7.3 Each SLP accepted by the District shall comply with all District policies and procedures and shall adhere to the highest standards of professional conduct. The District will provide each SLP with an orientation to familiarize them with policies, procedures and other rules and regulations that the SLP is expected to comply with in carrying out their responsibilities.

7.4 Each SLP accepted by the District must be fingerprinted and must pass level 2 background screening prior to commencement of any work performed under this bid. All cost and fees associated with fingerprinting and background screening will be the responsibility of the vendor.

### **8.0 RIGHT OF DISMISSAL**

8.1 The District may elect to dismiss any SLP that it has engaged, if in the District's sole discretion, the SLP is determined to be incompetent, negligent in the performance of assigned duties, has engaged in misconduct or has violated any District policies, procedures, rules or regulations.

### **9.0 BID PRICING**

9.1 The District realizes that all SLPs and CFYs have varying qualifications and experiences, and is therefore requesting maximum hourly rates for SLPs and CFYs. The District will negotiate with the successful bidder a fixed hourly rate for each SLP and CFY accepted by the District based on the particular qualifications and experience of the SLP and CFY.

9.2 The hourly rates submitted must be all inclusive rates. No additional fees or charges of any kind – coordination fees, travel expenses, mileage or fuel charges will be incurred by the District.

9.3 The bid sheet must be signed by an individual of the bidding firm that has the authority to bind the firm.

### **10.0 REFERENCES**

All bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

### **11.0 INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability 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). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the

## **Bid #2017-09 Speech Language Pathologist**

carrier would write the necessary insurance coverage. The successful bidder 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 bidder. **Successful vendor must list St. Johns County School Board as an additional insured.**

### **12.0 VENDOR PAYMENT**

The St. Johns County School District requires all vendors responding to this bid to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email, the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

### **13.0 PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us) under the Purchasing Department.

### **14.0 PREPARATION AND SUBMISSION OF BID**

14.1 Bidder’s are requested to organize their bids in the following sequence.

14.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

14.3 **Debarment Form**

14.4 **Drug Free Workplace Certification**



## **Bid #2017-09 Speech Language Pathologist**

### 14.5 **Principal Place of Business**

14.6 **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 the commencement of any work under this bid.

### 14.7 **References**

### 14.8 **Bid Sheet**

Speech Language Pathologist - Maximum Hourly Rate	\$	Per Hour
Clinical Fellowship Year - Maximum Hourly Rate	\$	Per Hour

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

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

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

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

## **Bid # 2017-09 Speech Language Pathologist**

### **Attachment A**

#### **Speech-Language Pathologist Job Responsibilities**

##### **Evaluate students for eligibility for the speech and language program**

Evaluation must be comprehensive and address all three areas of speech (i.e. articulation, voice, and fluency) and all language sub-domains (i.e. form, content, and use.) Eligibility is determined by the team, based on information provided by the SLP's evaluation. In Florida, when a student does not meet eligibility criteria for the Speech and/or Language Impaired program, he or she may receive speech and/or language as a related service. The determination of the need for speech and/or language as a related service is an IEP team decision based on data that shows that the student's communication deficits may not be able to be addressed in the classroom, thus revealing the need for direct involvement of an SLP.

##### **Provide therapy to eligible students**

Therapy is provided as dictated by the student's need and is recorded on the IEP. Therapy may be provided in small groups, individually, in the classroom through integrated therapy, or through co-teaching or support facilitation.

##### **Complete compliance paperwork**

Compliance paperwork includes:

- Screening reports
- Diagnostic evaluation reports
- Re-evaluation reports (eligible students must be re-evaluated at least every three years)
- Individual Education Plans (written once each calendar or more frequently if necessary)
- Staffing documentation (records of initial and continued eligibility status)
- Other District or school specific requirements.

##### **Become familiar with classroom curricula and state standards**

Speech and language skills are embedded in the Common Core State Standards; it is critical that the SLP become familiar with all of the standards so that the therapy he or she provides is educationally relevant and assists the student in achieving the standards.

##### **Observe students in the classroom**

Observing students in the classroom is useful in identifying how they communicate with staff and peers. The SLP can often pinpoint unsuccessful instructional strategies and make suggestions for changes. He or she can also monitor whether the student is successfully transferring skills taught in therapy to the classroom setting.

##### **Consult with teachers and parents**

Students learn more quickly and transfer their skills to other settings when everyone working with them is involved in reinforcing those skills. Consultation with teachers and parents is vital to ensure that speech and language goals are addressed throughout the student's day. Consultation is especially important to ensure the success of those students who are not receiving direct therapy.

## **Bid # 2017-09 Speech Language Pathologist**

### **Participate on school committees**

Some committees the SLP may be asked to participate on include:

- School Advisory Committees (SAC)-to assist in developing the annual state-mandated School Improvement Plan.
- Multi-Tiered Student Support, Response to Intervention or Problem-Solving Teams-to assist in identifying interventions to help struggling students.

### **Provide instruction for Tier Three students**

Tier Three students are third grade students who have been retained twice due to lack of reading progress. Florida law requires an SLP to provide intensive language and vocabulary instruction to these students regardless of their eligibility for speech and/or language programs.



## ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

**Purchasing Department**

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM*

*Director of Purchasing*

February 3, 2017

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to Bid #2017-09 Speech Language Pathologist.

The following is a list of questions that were asked along with the responses:

1. **Question:** Can you disclose approximately how much was spent in FY 2016 on contracted SLP services?

**Answer:** Approximately \$362,000.

2. **Question:** This email is in regards to Bid No: 2017-09 Speech Language Pathologist. I was inquiring about the numerical amount of Speech Pathologist needed to fill the role(s).

**Answer:** Unknown at this time.

3. **Question:** How many working days will the SLP work during the school year (For Example: 180 days or less)?

**Answer:** A full school year is 196 days, however leave coverages or filling positions that become vacant within the year would be less.

4. **Question:** When is the anticipated award date?

**Answer:** It is anticipated that a recommendation to award will be made to the School Board on April 2017.

5. **Question:** How many SLP's do you foresee needing for the 2017-18 school year?

**Answer:** Unknown at this time.

6. **Question:** Are Testing Materials/Equipment or Evaluation Materials/Equipment to complete the provision of services for Speech Services provided by St. Johns County School District or the Vendor?

**Answer:** Testing/Evaluation materials and equipment are provided by the District.

7. **Question:** Who will be the representative from St. Johns County School District to determine which materials/equipment are required for the Speech Services?

**Answer:** The ESE Program Specialist of the District.

8. **Question:** Will therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at St. Johns County School District?

**Answer:** Yes.

9. **Question:** Would you consider certified therapy assistants such as CFY or SLPA? If you do need assistants, do you need an SLP who will supervise them?

**Answer:** We will not consider an SLPA. We will consider CFY candidates, however the vendor must provide a CFY clinical supervisor.

10. **Question:** Are resumes required at the time of proposal submission or only upon award?

**Answer:** No. Resumes will be requested when the District requests SLP candidates to fill specific position(s).

11. **Question:** What grades will the SLP provide services for and what will be the caseload?

**Answer:** PK-12 and the caseload is approximately 60 direct service students per SLP.

12. **Question:** What would be the payment terms of St. Johns County School District (Net 30)?

**Answer:** The St. Johns County School District requires all vendors responding to this bid to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor

receives the email, the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

13. **Question:** Is there a bid bond requirement for this RFP?

**Answer:** There is not a bid bond requirement for this bid.

14. **Question:** Our company has a permanent conversion clause where, if the hired candidate does not work for a full two school years, and you would like to buy the candidate from us, then there is a fee of 20% of the candidate's annual base salary. Would your school be able to accept our permanent conversion clause?

**Answer:** No.

15. **Question:** In the event that St. Johns County School District will find a permanent employee of the district and our services will no longer be needed, will the school provide the awarded vendor with a 30 days out termination written notice?

**Answer:** Yes.

16. **Question:** Can we incur in any penalties or be liable for any damages for not having a SLP available upon your school's request in a timely manner or would your school terminate the RFP contract with Ardor Health? Can current vendors also incur for the same penalty if they can't fill your needs in a timely manner?

**Answer:** In the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.

The District reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.

17. **Question:** On the bid, it mentions that "the District will interview potential SLPs at the District site, to be determined by the District". Would St. Johns County School District also accept phone interviews?

**Answer:** Yes.

18. **Question:** Can you provide the current incumbent vendor(s) providing services? What is the incumbent vendor(s) current fee rate(s)?

**Answer:** The existing awarded vendors for Bid #2014-04 Speech Language Pathologist are; Providastaff, Jackson Therapy Partners, LLC, Ancient City Children’s Therapy, LLC, Signature Learning Resources, Inc., Staffing Options and Solutions, Inc. (SOS), and Smith & Fleming, LLC.

	<b>SLP–Maximum Hourly Rate</b>	<b>CFY-Maximum Hourly Rate</b>
Providastaff	\$51.00	\$50.00
Jackson Therapy Partners, LLC	\$54.00	\$49.00
Ancient City Children’s Therapy, LLC	\$54.00	\$53.00
Signature Learning Resources, Inc.	\$54.00	\$53.00
Staffing Options and Solutions, Inc. (SOS)	\$54.50	\$52.00
Smith & Fleming, LLC	\$55.00	\$52.00

19. **Question:** Can you please let me know if our insurance policy meet your District Requirements?

General Liability	In Force
Per Occurrence	\$1,000,000
Fire Damage	\$100,000
Medical Expenses	\$10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products/Completed Ops	\$3,000,000
Business Auto/Hired & Non-Owned	\$1,000,000
Workers Compensation	\$1M/\$1M/\$1M
E&O /Professional Liability	\$1M/\$3M
Abusive Acts	\$3M/\$3M
Umbrella	\$1,000,000



**Answer:** As stated in Section 11.0. It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability 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.

20. **Question:** Are you currently working with any agencies providing SLP services to your District?

**Answer:** Yes.

21. **Question:** Who are your current SLP vendors and what prices do they charge?

**Answer:** See answer #18 for the existing awarded vendors.

22. **Question:** Have these vendors been able to meet all of your SLP needs?

**Answer:** No.

23. **Question:** How many SLPs (FTE) did each vendor provide to your District for the current 2016-2017 school year?

**Answer:** Existing awarded vendors included; Smith & Fleming: 6, Ancient City Children's Therapy: 1

Additional services were provided by; Communication Matters: 0.40, Talk of the Town: 2, Brooks Rehabilitation: 0.05, Katherine Gibson: 1.

24. **Question:** How many contract SLPs (FTE) do you anticipate needing for the upcoming 2017-2018 school year?

**Answer:** Unknown.

25. **Question:** How many work days are they assigned for the school year?

**Answer:** See answer # 3.

26. **Question:** What is the average SLP caseload in your District?

**Answer:** See answer #11.

27. **Question:** Do you anticipate awarding to one or multiple vendors? If multiple, how many?

a. If yes, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

**Answer:** The District anticipates awarding this bid to multiple vendors, how many is unknown. Awarded vendors receive an email of our staffing needs as they become available. Vendors then email resumes of potential candidates. The District shall be the sole judge determining which of the proposed candidates are best suited for the position.

28. **Question:** What are the factors considered in evaluating proposals for award?  
a. How is the award criteria weighted? Are these factors assigned a point value?  
b. If yes, please outline.

**Answer:** This is an invitation to bid and not a request for proposal. Bid prices will be reviewed in accordance with the Bid conditions and specifications and in the best interest of the School District. The bid will be awarded to the lowest responsive and responsible bidder(s).

29. **Question:** Will assigned therapists have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

**Answer:** See answer #6.

30. **Question:** Will assigned therapists have access to computers/ laptops and printers provided by your schools?

**Answer:** See answer #8.

31. **Question:** Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

**Answer:** The contracting agency is able to bill for no more than 7.5 hours per day, for all treatment (direct or indirect) during those hours.

32. **Question:** How many schools are typically on an SLP's caseload?

**Answer:** Usually 1 to 2 schools, rarely 3.

33. **Question:** Do you require vendors to guarantee the provision of therapy services or is it understood that we will begin recruiting on a best efforts basis?

**Answer:** It is understood that vendors will begin recruiting on a best effort basis.

34. **Question:** Does your historical use of contract therapists indicate that they typically remain employed throughout the school year, or that they are replaced during the school year if the district is able to locate a direct hire?

**Answer:** Yes, the whole, or remainder of the year, excepting leave coverages where start and end dates are provided at the time of contract.

35. **Question:** Can pricing increase during the   1  -year term of the contract?

**Answer:** No.

36. **Question:** If you currently have agencies working with you under contract, would you share the names of those current vendors and what your current hourly cost per discipline?

**Answer:** See answer #18 for the existing awarded vendors and their rates.

37. **Question:** Will our therapists bill Medicaid on behalf of St. Johns County School District and Medicaid will pay St. Johns County School District or does our company bill Medicaid directly and receive payment from Medicaid directly?

**Answer:** Medicaid is billed by the contracted SLP and the District receives any available payment from Medicaid.

38. **Question:** Please clarify what should be included for the skill checklist mentioned at 6.1. Will the district provide a format for this purpose or will each vendor create their own skill checklist?

**Answer:** The District will not provide a format. Each awarded vendor will submit profile as requested.

39. **Question:** With the District's consideration of CFY candidates, will the District provide the necessary CFY supervision or is this a responsibility of the Vendor?

**Answer:** See answer #9.

40. **Question:** Can St. Johns County School District please clarify the evaluation criteria that will be used to identify the awarded vendor(s)?

**Answer:** See answer #28.

41. **Question:** Is there a point system in place with this evaluation criteria? If so, please clarify.

**Answer:** See answer #28.

42. **Question:** What is the expected amount of usage for this contract (amount of FTE equivalent contract SLP's)?

**Answer:** Unknown at this time.

43. **Question:** How many FTE equivalent contract SLP's were utilized by St. Johns County School District in 2015-16?

**Answer:** Approximately 4.6.

44. **Question:** Who are the current vendors and what rates are they charging for SLP services?

**Answer:** See answer #18.

45. **Question:** How can vendors access addendums and the Q&A through demandstar without being forced to pay a fee?

**Answer:** DemandStar allows vendors one (1) free agency, with no annual subscription fee and no document fee. For more information on how DemandStar works visit the Purchasing website at <http://www.stjohns.k12.fl.us/purchasing/business/> . In addition, a public records request may be made. For more information on how to request a public record visit <http://www.stjohns.k12.fl.us/cr/request/> .

46. **Question:** Have the current providers met your needs for Speech-Language Pathology Services?

**Answer:** See answer # 22.

47. **Question:** What are the names of your current vendors providing Speech-Language Pathology Services to the district?

**Answer:** See answer #18 for the existing awarded vendors.

48. **Question:** What are the current bill rates for each of the vendors providing Speech-Language Pathology Services to the district?

**Answer:** See answer #18 for the existing vendors and their awarded rates.

49. **Question:** What are the total numbers of contracted Speech-Language Pathologists providing services in the district during the 2016-2017 school year?

**Answer:** See answer # 23.

50. **Question:** How many Speech-Language Pathologists have each of your vendors provided to the district during the 2016-2017 school year?

**Answer:** See answer # 23.

51. **Question:** Has the district had any open or unfilled positions during the 2016-2017 school year?

**Answer:** Yes.

52. **Question:** How many Speech-Language Pathologists are there in the district, including district employees and contracted employees combined?

**Answer:** 45.8.

53. **Question:** How many contracted employees work full-time during the 2016-2017 school year? How many contracted employees work part-time?

**Answer:** Full Time: 2; Part Time: 8

54. **Question:** Approximately how many Speech-Language Pathologists does the district anticipate needing for the upcoming school year?

**Answer:** See # 5.

55. **Question:** Will these positions be full-time or part-time?

**Answer:** Unknown, most likely some of each.

56. **Question:** Do you have an estimate of total therapy hours required? If hours for the next school year have not been determined, could you provide us with the total therapy hours that were required this school year?

**Answer:** Unknown. We do not track services by therapy hours.

57. **Question:** Once the vendors for this current solicitation are awarded, will they be given the # of open positions that they can fill?

**Answer:** See answer # 27.

58. **Question:** What was the annual expenditure for all services during the 2016-2017 school year?

**Answer:** See answer # 1.

59. **Question:** Is the travel time and mileage from school to school billable?

**Answer:** No. If a contracted SLP is assigned more than one school, it would still be only one school per day, not traveling to multiple schools within a day.

60. **Question:** Does the district provide computers for contracted employees?

**Answer:** See answer # 8.

61. **Question:** Does the district provide the assessments and materials to be used for evaluations and treatment services?

**Answer:** See answer # 6.

62. **Question:** Are your payment terms 30 days, 45 days, etc.? If not, what are the payment terms?

**Answer:** See answer #12.

63. **Question:** Can you please clarify Section 9.0 Bid Pricing? Did you intend to state that you are requesting “minimum” hourly rates?

**Answer:** No, the District is requesting the maximum hourly rates for SLPs and CFYs.

64. **Question:** Are we allowed to provide additional information with our bid, such as a company profile, experience, or support services we offer to our district partners?

**Answer:** Vendors are allowed to provide additional information, but it is not required.

65. **Question:** What’s the typical caseload for therapists?

**Answer:** See answer # 11.

66. **Question:** How many schools are typically on a therapist’s caseload?

**Answer:** See answer # 11.

67. **Question:** How many working days for therapists each school year?

**Answer:** See answer # 3.

68. **Question:** Does the district provide necessary training sessions, i.e. Medicaid training, that are needed in order for the contracted employees to do their jobs effectively and meet the job expectations?

**Answer:** Yes.

69. **Question:** Does the district use an on-line IEP system? If yes, which one?

**Answer:** Yes, PEER.

70. **Question:** What is the approximate date/timeline that bidders will be notified?

**Answer:** See answer #4.

71. **Question:** Once the award has been made, how will vendors be notified of the decision?

**Answer:** Award notification is posted on DemandStar.

72. **Question:** How are the Evaluation Criteria weighted?

**Answer:** See answer #28.

73. **Question:** Are you looking to contract with multiple vendors or a single vendor?

**Answer:** The District anticipates awarding this bid to multiple vendors.

74. **Question:** How many contracts do you think you will award as a result of this solicitation?

**Answer:** Unknown.

75. **Question:** In the ITB packet, there is a form referencing “bidder’s statement of principal place of business”. This form is not listed on the required submittals checklist. Is it to be completed after award?

**Answer:** Yes, the bidders’s statement of principal place of business should be submitted with bid.

76. **Question:** Would you like information on the company responding to the ITB? I do not see where you ask for company history, experience, etc.

**Answer:** Information about company history and experience is not required for bid.

77. **Question:** How are your current vendors providing contract SLP services? And what are the current rates?

**Answer:** Current services are provided in school settings by Certified SLPs. See answer #18 for rates of the current awarded vendors. Awarded vendors were not able to meet all of the Districts needs and additional services were obtained by other vendors with rates ranging from \$67.00 - \$80.00 per hour.

78. **Question:** Will the district provide the CF Supervision, or is the company expected to provide it?

**Answer:** See answer # 9.

79. **Question:** Under Scope of Services, 6.4 The District will interview potential SLPs at a District site, to be determined by the District. Will the district consider phone IVs for candidates that are not in the area?

**Answer:** See answer # 17.

80. **Question:** Will each company awarded a contract have an equal opportunity to provide candidates for open positions, or will the companies with the lowest bill rates get first opportunity to place candidates?

**Answer:** See answer # 27.

81. **Question:** Is bidding a bill rate range acceptable, considering the instructions mention, "The District will negotiate with the successful bidder a fixed hourly rate for each SLP and CFY accepted by the District based on the particular qualifications and experience of the SLP and CFY."

**Answer:** The District is requesting the maximum hourly rates for SLPs and CFYs.

Thank you for your continued participation in the bid process.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Snodgrass". The signature is fluid and cursive, with the first name being the most prominent.

Patrick Snodgrass  
Director of Purchasing