

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



INVITATION TO BID (ITB)

REQUIRED RESPONSE FORM

BID NO.: 2020-09
RELEASE DATE: February 18, 2020

**INVITATION TO BID TITLE: Sign Language
Interpreter Services**

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

BID DUE DATE AND TIME: March 18, 2020 @ 1:30 pm
BID OPENING DATE AND TIME: March 18, 2020 @ 2:00 pm

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

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

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

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for 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" or "Contractor" or "Respondent" or "Vendor" 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 Building 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:** Successful bidder(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this ITB. Such purchases shall be governed by the same terms and conditions as stated herein.
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.
- 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. **DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- 42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

- 43. 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.

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

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; 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: _____

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (42 U.S.C. 6201). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS RETENTION

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

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 SJCS D) is requesting bid pricing on an hourly basis from qualified Contractors for Sign Language Interpreting Services for SJCS D students and parents. SJCS D makes no guarantee of a specific amount of services to be performed under this bid.

2.0 INSTRUCTIONS FOR BID SUBMITTAL

- 2.1 All bids must be received no later than, March 18, 2020 @ 1:30 PM and must be delivered to:

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

If a 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 #2020-09 Sign Language Interpreter Services" 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.
- The manually signed original shall be clearly marked as "ORIGINAL". Once accepted, all original proposals and any copies of proposals become the sole property of SJCS D and may be retained by SJCS D or disposed of in any manner SJCS D deems appropriate.
- 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 #2020-09 Sign Language Interpreter Services

- 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 SJCSO.
- 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 SJCSO with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of SJCSO 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 SJCSO, 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 SJCSO 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.
- 3.2 SJCSO 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.

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- 3.3 SJCSO reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 SJCSO reserves the right to: (1) accept the bid of any firm to be in the best interest of the school district and (2) to reject any and/or all bids.
- 3.5 SJCSO 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 SJCSO to award this bid to one or more sources, as determined to be in the best interest of SJCSO.
- 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, 2020 to June 30, 2021 and may by mutual agreement between SJCSO and the awarded vendor 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 Any questions and inquiries concerning the Bid must be submitted via email to Patrick Snodgrass of the SJCSO Purchasing Department no later than March 5, 2020 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Questions and inquiries received after the said date will not be considered. Questions and inquiries must reference the Bid number.

- 5.2 Those interpretations or responses to all questions and inquiries which may affect the eventual outcome of this solicitation will be posted to the DemandStar website www.demandstar.com for all prospective Bidders to view no later than 5:00 PM, March 5, 2020.

Only the interpretation or response given by the SJCSO Purchasing Department representative, 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 Invitation to Bid. All such interpretations and supplemental instructions will be in the form of written Addenda to the Invitation to Bid.

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- 5.3 Copies of addendum will also be made available for inspection at SJCSD's Purchasing Department where bid documents will be kept on file.
- 5.4 No Addendum will be issued later than March 5, 2020, 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.
- 5.5 School board members, and school board personnel (except the Purchasing Department representative referenced above) are ***not to be contacted*** prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SJCSD, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the St. Johns County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify a Respondent from consideration.

6.0 SCOPE OF SERVICES

- 6.1 The purpose of this bid is to obtain pricing on an hourly basis from qualified Contractors for Sign Language Interpreting services for SJCSD students and parents. All services performed under this bid will be on an as needed basis. SJCSD makes no guarantee of a specific amount of services to be provided under this bid.
- 6.2 The awarded Contractor is responsible for supplying, at its own expense, all supervision, labor, transportation and anything necessary to perform work. The hourly labor rates submitted must be all inclusive rates. No additional fees or charges of any kind will be accepted.
- 6.3 The awarded Contractor shall maintain current certification (RID, NIC, or EIPA level 3 or above) of the qualified Interpreter they wish to be placed in SJCSD schools and shall provide SJCSD a copy prior to the fingerprinting process. Potential Interpreters must be approved by SJCSD prior to fingerprinting.

Although awarded Contractors will not be considered employees of SJCSD, Interpreters must meet the requirements of the job description listed in **Attachment A**.

- 6.4 The awarded Contractor will provide a liaison to SJCSD to resolve any issues with any provided Interpreter.
- 6.5 If a regularly scheduled Interpreter is unable to work, a qualified substitute will be provided to SJCSD.

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- 6.6 Interpreters must comply with Florida Statute 1012.467 and School Board Rule 7.142 for fingerprinting and level 2 background screening in compliance with the Jessica Lunsford Act, prior to commencement of any work performed under this bid. The awarded Contractor or Interpreter is responsible for all costs and fees associated with fingerprinting and background screening.
- 6.7 A copy of each Interpreter's weekly timesheet must be submitted to SJCSO with the awarded Contractor's billing for verification of services. A computerized system for time sheets is required. Interpreters may utilize SJCSO computerized system for this purpose. Handwritten time sheets will not be accepted.
- 6.8 If a student does not attend school, and an Interpreter is provided, SJCSO will compensate the awarded Contractor for two (2) hours. If a twenty-four (24) hour notice of the student's pending absence is provided by SJCSO, no compensation will be provided.
- 6.9 SJCSO will give as much advance notice as possible for all Interpreter needs.

7.0 INTERPRETER QUALIFICATIONS AND REQUIREMENTS

- 7.1 The Educational Interpreter must be qualified to interpret in the educational setting and maintain current certification (RID, NIC, or EIPA level 3 or above).
- 7.2 The Interpreters and SJCSO will base their method of work on the RID standards, DOE guideline, and The Florida Code of Ethics for Educational Interpreters.
- 7.3 Each Interpreter will be required to perform duties for SJCSO as outlined on **Attachment A** Educational Interpreter – Exceptional Student Education job description.
- 7.4 SJCSO and awarded Contractor will work together to ensure a good working relationship between the student, interpreter and school.
- 7.5 While the Interpreter is working in the classroom, cell phones and pagers **MUST** be turned off to minimize the disruption of communication and instruction provided to the students.
- 7.6 Each Interpreter shall comply with all SJCSO policies and procedures and shall adhere to the highest standards for professional conduct. SJCSO will conduct a mandatory orientation session for awarded contractor to familiarize them with responsibilities they may encounter in the school setting.
- 7.7 Each Interpreter must be available to work at any school in SJCSO.

8.0 RIGHT TO DISMISSAL

- 8.1 SJCSO shall have sole discretion to accept or reject any or all Interpreters presented by the awarded Contractor. SJCSO may elect to dismiss any Interpreter from assignments with students if in SJCSO's sole discretion, the Interpreter is determined to be

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incompetent, negligent in the performance of assigned duties, has engaged in misconduct or has violated any SJCSO policies, procedures, rules or regulations.

9.0 BID PRICING

9.1 All bidders are required to submit an hourly labor rate for all services during the work hours of 7:30 am – 4:30 pm, Monday through Friday and an hourly labor rate for extended hours after 4:30 pm and/or on weekends. Only hourly labor rates for the lines listed on the bid sheet may be submitted.

9.2 All bidders must state the minimum service time for all requested services.

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 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 SJCSO 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 SJCSO.

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

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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 SJCSO. A commitment, either written or verbal, from SJCSO employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by SJCSO 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 SJCSO can be found on the SJCSO web site, 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**

14.5 **Principal Place of Business**

14.6 **EDGAR Certifications**

14.7 **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.

14.8 **References**

14.9 **Bid Sheet**

Bid Sheet

	Hourly Rate
Hourly Labor Rate for work day: 7:30 am - 4:30 pm, Monday through Friday	\$_____ per hour
Hourly Labor Rate for extended hours: After 4:30 PM and/or weekends	\$_____ per hour
Minimum Service Time	_____ minutes

Vendor Acknowledgement Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature, is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the St. Johns County School District for the purposes as proposed and described herein. Please print below unless a signature is required.

Company Name:

Authorized Signature:

Print Name:

Date:

SCHOOL DISTRICT OF ST. JOHNS COUNTY

EDUCATIONAL INTERPRETER – EXCEPTIONAL STUDENT EDUCATION

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school graduate, general education diploma [GED] or equivalent.
- (2) Certification required: RID, NIC, or an EIPA level 3 or above.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to provide clear communication in the classroom setting and to determine signing strategies.
- Ability to interpret effectively with a variety of student needs and abilities.
- Ability to interact effectively with students, staff, and parents.
- Ability to plan and carry out activities.

REPORTS TO:

Principal or Administrator

JOB GOAL

To appropriately interpret for students who are deaf or hard-of-hearing in a variety of settings. Each employee of the St. Johns County School Board is charged with modeling the characteristics of citizenship, character education and literacy.

Each employee of the St. Johns County School Board will model the six pillars (as defined by Character Counts!) of the character education program.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Consult with teachers and paraprofessionals working with students who are deaf or hard-of-hearing.
- *(2) Interpret for students who are deaf or hard-of-hearing in classroom, small group, and meeting settings.
- *(3) Develop and promote training activities for Sign-Language and Deaf/Hard-of-Hearing Culture.
- *(4) Participate in IEP committee meetings as appropriate.
- *(5) Work in small groups or individually with student who are deaf or hard-of-hearing.

- * (6) Assist the teacher of the deaf/hard-of-hearing in the maintenance and distribution of audiometric equipment.
- * (7) Perform other duties as assigned by immediate supervisor.

Expectations of All Employees

- * (8) Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- * (9) Follow attendance, punctuality, proper dress code and other qualities of an appropriate work ethic.
- * (10) Ensure adherence to good safety standards.
- * (11) Maintain confidentiality regarding school/workplace matters.
- * (12) Model and maintain high ethical standards.
- * (13) Maintain expertise in assigned area to fulfill position goals and objectives.
- * (14) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
- * (15) Demonstrate initiative in the performance of assigned responsibilities.
- * (16) Each employee of the St. Johns County School Board is charged with the responsibility of being familiar with the Character Counts program and with modeling the characteristics of citizenship, character education and literacy.

Inter/Intra-Agency Communication and Delivery

- * (17) Respond to inquiries and concerns in a timely manner.

Professional Growth and Improvement

- * (18) Participate successfully in training programs, conferences, and workshops as assigned or appropriate to keep abreast of current practices, programs, legal issues, and character education.

Systemic Functions

- * (19) Keep supervisor informed of potential problems or unusual events.
- * (20) Follow federal and state laws as well as School Board policies, rules, and regulations.
- * (21) Prepare all required reports and maintain all appropriate records.
- * (22) Represent the District in a positive and professional manner.
- * (23) Develop annual goals and objectives consistent with and in support of District goals and priorities.

Leadership and Strategic Orientation

- * (24) Demonstrate initiative in the performance of assigned responsibilities.
- * (25) Set high standards and expectations for self and others.
- * (26) Exhibit interpersonal skills to work as an effective team member.
- * (27) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action

Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.

Length of the work year and hours of employment shall be those established by the District.

Classification: Non-Instructional

EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on evaluation of personnel.

POSITION CODE: 51082

Pay Grade: 14

FSLA STATUS: Non exempt

BOARD APPROVED: July 1998, April 1999

REVISED: March 2016



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

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

*Patrick Snodgrass, CPSM
Director of Purchasing*

March 5, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to Bid #2020-09 Sign Language Interpreter Services.

The time for responding to all questions and inquiries has been extended to March 10, 2020 @ 5:00 PM.

The Bid Due Date and Time has been extended to March 24, 2020 @ 1:30 PM.

The Bid Opening Date and Time has been extended to March 24, 2020 @ 2:00 PM.

Thank you for your continued participation in the bid process.

Sincerely,

Patrick Snodgrass
Director of Purchasing



ST. JOHNS COUNTY SCHOOL DISTRICT

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3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

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

Patrick Snodgrass, CPSM

Director of Purchasing

March 10, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #2** to Bid #2020-09 Sign Language Interpreter Services.

The time for responding to all questions and inquiries has been extended to March 11, 2020 @ 5:00 PM.

Thank you for your continued participation in the bid process.

Sincerely,

Patrick Snodgrass
Director of Purchasing



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

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

*Patrick Snodgrass, CPSM
Director of Purchasing*

March 11, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #3** to Bid #2020-09 Sign Language Interpreter Services.

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

1. **Question:** Can the district please clarify how needs for FTE vendor supplied contractors will be disseminated to awardees post award?

Answer: The SJCS D ESE Program Specialist or designee, will contact vendors via email with details on needs.

2. **Question:** Can the district please provide evaluation criteria, with points or percentages for the determining areas of focus?

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 SJCS D.

3. **Question:** How many vendors does the district expect to award a contract to for the services requested in this solicitation?

Answer: It is the intent of SJCS D to award this bid to one or more sources, as determined to be in the best interest of SJCS D.

4. **Question:** Can the district please provide incumbent information and current bill rates for contracts in place for similar services?

Answer: Attached is the current tabulation sheet for Bid #2016-11.

5. **Question:** How many hours were contracted for services in the 18-19 School Year and the 19-20 School Year?

Answer: Approximately 15,000 hours in the 18-19 school year. Approximately 7,100 hours for the 19-20 school year to date.

6. **Question:** Are the positions requested in this solicitation full time positions?

Answer: District needs may be full time, part time, or on an as needed basis.

7. **Question:** Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: Wifi is available in all district buildings. Other materials needed may be requested from SJCS D ESE Program Specialist and will be provided as deemed necessary by SJCS D.

8. **Question:** What travel between schools is expected for these providers?

Answer: No travel during the school day with the exception of school field studies with students.

9. **Question:** Will there be a minimum EIPA score required for these positions?

Answer: Yes. A score of 3 or higher on the EIPA, or NIC certification, or RID level 3 or higher are the minimum requirements.

10. **Question:** Who are the incumbent vendors and what are their rates?

Answer: See Answer #4.

11. **Question:** What is the anticipated budget for this contract?

Answer: There is no estimated budget for this contract.

12. **Question:** What is the expected volume of this contract?

Answer: Expected volume of this contract is unknown.

13. **Question:** How many students are anticipated to be serviced?

Answer: Approximately 15-20 students are expected to have daily services. Intermittent services are needed throughout SJCS D for meetings and other events attended by deaf parents and students.

14. **Question:** How many Sign Language Interpreters does St. Johns County School District anticipate will be needed for the 2020-2021? Full-time? Part-time?

Answer: Approximately 18 fulltime interpreters. Part time or as needed interpreters are needed for the intermittent services referred in question #13. These numbers may vary at the sole discretion of SJCSD.

15. **Question:** How many deaf student are anticipated for the renewal school years of 2021-2022, 2022-2023, 2023-2024.

Answer: There are currently approximately 140 students with hearing loss, of whom 18 are interpreter users. This number may increase or decrease in future years.

16. **Question:** Can the district please clarify how needs for FTE vendor supplied contractors will be disseminated to awardees post award?

Answer: See Answer #1.

17. **Question:** Can the district please provide a detailed explanation for how points will be awarded for the cost section of this solicitation (i.e. lowest bill rate receives maximum points, and next lowest vendor receives a prorated amount; lowest bill rate receives maximum points, and the next lowest vendor receives a predetermined amount of points)?

Answer: See Answer #2.

18. **Question:** How many vendors does the district expect to award a contract to for the services requested in this solicitation?

Answer: See Answer #3.

19. **Question:** Can the district please provide incumbent information and current bill rates for contracts in place for similar services?

Answer: Answer #4.

20. **Question:** Can the district please provide the total amount of FTE contract, vendor supplied SLP's utilized during the 2018-19 SY?

Answer: Approximately \$531,000

21. **Question:** Can the district please describe the supplies and materials that contracted providers will have access to at the district? (Wifi, computer access, testing material, office supplies, etc.)

Answer: See Answer #7.

22. **Question:** What travel between schools is expected for these providers?

Answer: See Answer #8.

23. **Question:** Will the district review other SPED service classifications if submitted with the vendor?

Answer: This bid is for Sign Language Interpreter Services.

24. **Question:** Can the district please provide the total amount of FTE contract, vendor supplied SLI's utilized during the 2018-19 SY?

Answer: See Answer #20.

25. **Question:** Is there an incumbent vendor for these services?

Answer: See Answer #4.

26. **Question:** If so, what rates do they provide?

Answer: See Answer #4.

27. **Question:** What has been the biggest challenge for fulfilling services under this contract, or if this is a new contract, are there any challenges that you anticipate?

Answer: Certified interpreter availability.

28. **Question:** What is the expected volume of this contract?

Answer: Expected volume of this contract is unknown.

29. **Question:** Is there any historical data for Interpreter/Translator Services for the Deaf solicitation Services?

Answer: See Answer #4 for results of Bid #2016-11.

30. **Question:** Is this RFP open to out of state vendors?

Answer: This is an invitation to bid and is open to out of state vendors.

31. **Question:** Is this a multiple source award contract?

Answer: It is the intent of SJCSO to award this bid to one or more sources, as determined to be in the best interest of SJCSO.

32. **Question:** Do you want me to submit the answers to the detailed questions in a Word document?

Answer: Bidders should submit bid as outlined in Section 14.0.

33. **Question:** How do you prefer that I separate the 'tabbed' sections, since it is being uploaded and not printed?

Answer: See Answer #32.

34. **Question:** Is there a previous proposal that was awarded or considered that I could view to emulate its template?

Answer: Section 14.0 of the bid – Preparation And Submission Of Bid provides information necessary for submittal.

35. **Question:** Would you consider allowing agencies to invoice at a 2-hour minimum per request, as opposed to billing actual service time?

Answer: Bidders must state the minimum service time for all requested services on their signed bid sheet. This number shall not exceed 120 minutes (2 hours)

36. **Question:** Would you consider allowing agencies to invoice for the originally scheduled timeframe of each request, regardless of whether the interpreter is released early?

Answer: No. We will honor a 2 hour minimum.

37. **Question:** Would you consider allowing a cancelled request to be billable if cancelled with less than 24 hours?

Answer: As stated in section 6.8 of the bid, if a student does not attend school, and an Interpreter is provided, SJCSO will compensate the awarded Contractor for two (2) hours. If a twenty-four (24) hour notice of the student's pending absence is provided by SJCSO, no compensation will be provided.

38. **Question:** Please clarify the Fingerprinting and Drug Testing requirements: Is fingerprinting and Drug Testing performed by the county and paid for by the agency? If so, what is the turnaround time and cost per person? If the agency is responsible for completing Fingerprinting and Drug Testing, please describe the minimum screening requirements.

Answer: Yes, fingerprinting is paid by the awarded Contractor.

The turnaround time is unknown and the current cost for fingerprinting is \$94.75.

See SJCSO website for Background Screening Process for Vendors

<https://www.stjohns.k12.fl.us/screening/process/> . Additional information is available under Florida Statute Chapter 1012.

39. **Question:** In the case the agency has a qualified Interpreter available who does not have time to complete the required screening prior to the assignment, would you prefer we do not fulfill the request?

Answer: Interpreters must comply with Florida Statute 1012.467 and School Board Rule 7.142 for fingerprinting and level 2 background screening in compliance with the Jessica Lunsford Act, prior to commencement of any work performed under this bid. The awarded Contractor or Interpreter is responsible for all costs and fees associated with fingerprinting and background screening.

40. **Question:** What is the basis for determining which agency is selected for a particular request?

Answer: In the event this bid is awarded to multiple Contractors, SJCSO will be provided a pool of qualified Contractors and chosen at the discretion of SJCSO. There will be no primary, secondary or geographical assignment.

41. **Question:** Are you able to provide a breakdown or analysis in regards to usage per agency on the current contract, such as a percentage or # of hours billed by each agency?

Answer: Approximately 40% AGAPE Interpreting Services, Inc., 40% Alonzo Sign Language Interpreting, LLC, and 20 % Interpreter Source.

42. **Question:** What is the anticipated budget for this contract?

Answer: See Answer #11.

43. **Question:** Who are the current vendors and what are their rates?

Answer: See Answer #4.

44. **Question:** What were some of the issues with the current vendors in providing coverage?

Answer: Certified interpreter availability. Clear, concise, and accurate billing

45. **Question:** How many jobs were ongoing and how many were emergency requests?

Answer: Approximately 15-20 students are expected to have daily services. Number of emergency requests not available

46. **Question:** How many CDI hours were requested? How many were provided?

Answer: This information is not available.

47. **Question:** What is the preferred process for notification if we are modifying the specifications?

Answer: Modifications are not allowed to specifications.

48. **Question:** Is your need anticipated to grow, shrink or stay the same in the upcoming year?

Answer: Unknown.

49. **Question:** What percentage of the contract is each vendor providing?

Answer: See Answer #41.

50. **Question:** What has been the biggest challenge with your current provider?

Answer: See Answer #27.

51. **Question:** Please provide the current hourly rate being offered by the primary provider(s) for sign language interpreting services.

Answer: See Answer #4.

52. **Question:** Do you give any preference to companies located in the State of Florida?

Answer: Yes, when making purchases of personal property through competitive solicitation see Florida Statute 287.084 Preference to Florida businesses.—
(1)(a) When an agency, university, college, school district, or other political subdivision of the state 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 thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. 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 this state shall be 5 percent.

53. **Question:** Would you honor a 48-hour cancellation policy?

Answer: No.

54. **Question:** You mentioned you did not cover mileage, but would you provide travel time if you need to send one of our interpreters from one school location to another on the same day?

Answer: No.

55. **Question:** We bill for the entire time requested and/or a 2-hour minimum, whichever is greater, will you honor this policy?

Answer: No, as requests may be cancelled as defined in the bid.

56. **Question:** Does your full-day coverage include lunch time for billing, or would we be required to remove that time from the full-day's billing?

Answer: Billing includes lunch time as defined in the bid.

57. **Question:** Will we have one point of contact for the scheduling of needs? Or will each school be responsible for requesting services?

Answer: Scheduling full-time positions and substitutes for these positions will be handled by SJCS D ESE Program Specialist or designee. Parent needs are requested by the school.

58. **Question:** Are you pleased with the current agency provider(s) you are using? If you are not, what are the things that you are displeased with?

Answer: See Answer #44.

59. **Question:** How many staff interpreters do you already have?

Answer: 6.

60. **Question:** How many schools will have Deaf needs this coming school year?

Answer: Unknown.

61. **Question:** Do you require Trilingual Services (ASL/English/Spanish)?

Answer: No.

62. **Question:** Will you need before school or after school coverage?

Answer: Unknown at this time.

63. **Question:** Will you need coverage for programs, ceremonies, sporting events, graduations, concerts, parent-teacher meetings/conferences?

Answer: Services for such events may be required.

64. **Question:** If you request coverage for plays, concerts or programs with scripts and music, we typically charge a training and review, and observation for these. Would you honor this policy as long as we maintained a reasonable amount of hours.

Answer: No.

65. **Question:** We require teaming on certain situations in and out of the classroom, would you honor that policy?

Answer: Teaming requires prior written approval from SJCS D ESE Program Specialist or designee

66. **Question:** Do you require sign-in sheets/mechanisms at each location?

Answer: Yes.

67. **Question:** Do you have any Deaf employees at the county that requires our services?

Answer: No.

68. **Question:** Would you be acceptable to a tree planting ceremony sponsored by our organization if we become a provider?

Answer: This could be considered by SJCS D.

69. **Question:** If we are selected as a provider, will you conduct a meeting prior to the start of the contract for us to meet those we will be working with throughout the coming school year and address any open items, questions or concerns?

Answer: Yes, a meeting or call will be conducted.

70. **Question:** Do you have any Deaf-Blind needs that need to be covered by a Tactile Interpreter? If so, please provide the details on that.

Answer: Not at this time.

71. **Question:** How many full-time slots will you require this coming school year from your agency provider?

Answer: See Answer #14.

72. **Question:** How many part-time slots will you require this coming school year from your agency provider?

Answer: See Answer #14.

73. **Question:** Will you be selecting one, two or three agency providers for this contract?

Answer: It is the intent of SJCSO to award this bid to one or more sources, as determined to be in the best interest of SJCSO.

74. **Question:** If multiple agency providers are selected, how will you go about fairly sending out requests for services?

Answer: See Answer #1.

75. **Question:** If a student is a no-show, we will typically have our interpreter wait up to 30 minutes before releasing them. Would you honor that policy?

Answer: Any release for time which totals less than the minimum service time submitted in the Bid requires SJCSO approval.

76. **Question:** Can our agency invoice the county for the badging costs incurred for the cost of securing interpreters who are badged to work at your schools?

Answer: No, only the hourly labor rates for the lines listed on the bid sheet may be submitted for payment. Hourly labor rates must incorporate any and all goods and services necessary to perform work under this bid. No additional fees or charges of any kind will be accepted by SJCSO. responsibility.

77. **Question:** We invoice weekly and require payment terms of Net 30. Would you abide by that policy?

Answer: Weekly invoicing would be accepted by SJCSO. Method of Payment is defined in the bid – See Section 12.0 Vendor Payment. This should result in payment of all undisputed charges in less than 30 days from receipt of invoice.

78. **Question:** Would you accept shorter payment terms with a provision of a payment discount?

Answer: See Answer #77.

79. **Question:** Are woman-owned organizations provided with any special preferences or additional scoring points on this RFP?

Answer: This is an invitation to bid and does not include scoring points. It is the intent of SJCSO to award this bid to the lowest responsive and responsible bidder(s).

80. **Question:** Your wording for Educational Interpreters goes beyond the scope of what is expected professionally of an educational interpreter. We wanted to make sure that our

interpreters would not be asked to do tasks outside of providing interpreting. They are not to carry, collate, staple, lift, teach, instruct, or inform, but only interpret. Please confirm that this is correct?

Answer: Services are defined in the bid and Attachment A Job Description of the bid.

Thank you for your continued participation in the bid process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Snodgrass".

Patrick Snodgrass
Director of Purchasing

	Interpreter Source LLC	AGAPE Interpreting Services Inc.	Community Rehab Associates, Inc.	Alonzo Sign Language Interpreting, LLC
Hourly Rate for work day: 7:30 AM - 4:30 PM	\$34.00 per hour	\$35.00 per hour	\$44.50 per hour	\$34.50 per hour
Hourly Rate for extended hours: After 4:30 PM and/or weekends	\$39.00 per hour	\$35.00 per hour	\$44.50 per hour	\$40.00 per hour
Minimum Service Time	120 minutes	120 minutes	120 minutes	120 minutes

Four (4) valid responses received. Recommend award to Interpreter Source LLC, AGAPE Interpreting Services Inc., and Alonzo Sign Language Interpreting, LLC.