



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
May 5, 2015

PURCHASING CONTACT & TELEPHONE:
STACEY MARSHALL (850-469-6208)

RFP TITLE:
INTERPRETING SERVICES

RFP NUMBER:
152605

RFP OPENING DATE & TIME:

Friday, May 22, 2015 @ 12:00 p.m. CENTRAL TIME

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___ OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County and the School District of Santa Rosa County (“the Districts”) are soliciting written proposals from qualified Sign Language (ASL and/or SEE) Interpreting Service Providers for the deaf and hard-of hearing students of the Districts. The Districts reserve the right to reject all Responses and to waive technicalities. Prices, terms, and conditions of this agreement cover all purchases for the services listed in this document for the entire term of this agreement. This document constitutes the contractual agreement and as such, the entire document, pages 1 through 27 must be returned and signed in the appropriate places. Proposals which are not submitted in accordance with this solicitation’s specifications may be rejected.

Responders are requested to have a “home” office (a permanent resident contact) within one hundred (100) miles of the center of the I-10 Bridge spanning the Escambia River (See Figure 1 below), to allow active interaction between the Districts’ contacts for the proposed services and the winning contractor(s). This solicitation may be awarded to more than one responder. The contract(s) resulting from this solicitation will be for services on an as-needed-basis. There is no guaranteed minimum.



Figure 1: Your home office must be located within 100 miles out from the center of the I-10 Bridge spanning the Escambia River.

All inquiries concerning this RFP shall be submitted in writing. Any questions must be received via email no later than 12:00 p.m., Central Time, May 12, 2015. Responses and/or any needed Amendment to this RFP will be posted to the ECSD’s Purchasing Website <http://ecsd-fl.schoolloop.com/purchasing/bids> by 5:00 p.m., Central Time, May 14, 2015.

Please forward any inquiries to:

Stacey Marshall
Purchasing Agent
Purchasing Department
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505
Telephone: 850-469-6208 Fax: 850-469-6271
Email: SMARSHALL2@ESCAMBIA.K12.FL.US

For the Districts to ensure equal treatment of all participating responders, the above named individual is the District’s only designated representative for this RFP. Responders are expected to utilize this representative for ALL information regarding this RFP. Responders who contact any other District employee (of either District) regarding the subject of this RFP are subject to disqualification from participating in this solicitation.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the Escambia County School District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County and Santa Rosa County, Florida to a secure area or inside delivery. The Districts are exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the Districts upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The Districts will not accept collect freight charges. (3) No premium carriers will be used for the District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the Districts Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the Districts prior to shipment.
- H. **INSPECTIONS AND TESTING:** The Districts will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the Districts inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the Districts may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The Districts may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The Districts may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the Districts, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Districts. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Districts. The Responder will, at the request of the Districts, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the Districts, until such property has been delivered to the Districts; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Districts, from the time of shipment thereof to Responder until redelivery thereof to the Districts.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the Districts, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the Districts and/or is an employee of the Districts and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The Districts may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The Districts may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the Districts sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the Districts and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the Districts responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the Districts, and unless indicated elsewhere, no bid or performance bond is required. However,

upon award and subsequent default by Responder, the Districts reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the Districts in tort or law.

- S. **AUDIT AND INSPECTION:** The Districts or their representatives reserve the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the Districts and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the Districts expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the Districts to reach a preliminary evaluation; (4) the Districts may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the Districts may deem appropriate, at no charge to the Districts; (5) the Districts reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the Districts. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the Districts if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the Districts.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the Districts in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The Districts reserve the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The Districts has sole discretion in determining testing and evaluation methods. The Districts may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts

from state, federal, and local government agencies or other school Districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The Districts reserve the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven (7) workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The Districts will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District of Escambia Count's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the Districts nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The Districts reserve the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **TERM OF THE AGREEMENT:** All prices, terms, and conditions of the purchasing agreement will be in effect from **July 1, 2015 through June 30, 2016** with the option to renew for an additional four (4) one-year periods, upon mutual written agreement. Cancellation by the Awarded responder(s) must be in writing and received ninety (90) days prior to June 30th of each contract year. The resulting contract from this response may be canceled by the Escambia and/or Santa Rosa County School Board, at any time, for any cause. As per Florida Statute 237.161, funding for future fiscal years is subject to availability of appropriated funds. All rate increases will only be granted based upon the expressed provisions of this RFP (See below for CPI increases.) This solicitation may be awarded to up to three (3) responders if the Districts find it to be in their best interest and to meet their needs.
- B. **PRICING:** It is the responder's responsibility to ensure that the pricing listed in the agreement will be the pricing for the initial contract year. **The Districts do not pay fuel surcharges.**
- C. **CONSUMER PRICE INDEX (CPI):**
The contracted rates in the initial Agreement year will be used and may be adjusted for subsequent Agreement years by using the initial Agreement year rates as follows. Commencing on the second Agreement year, and each Agreement year thereafter (including any additional renewal terms) the rates may be adjusted by the change in the CPI Index (as defined below).

If there is a decline in the CPI for any given year, compensation will not be reduced lower than the initial Agreement year rate. As used in this procedure:

"CPI" means the Consumer Price Index for all Urban Consumers, South – Size Class B/C: all items (December 1996 = 100), not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District).

Commencing on the annual anniversary of the Agreement, the rate for the next Agreement year may be adjusted as follows. Using the CPI published as of March 31, 2015 as the Basic Index, the contracted rates may be adjusted to the quotient obtained by dividing (C) into the product of (A) multiplied by (B), where (A) is the CPI as of March 31 in the immediately preceding Agreement year for which the adjustment is being computed; where (B) is the rate for the initial Agreement year (prior to any adjustment) and where (C) is the Basic Index. The result of that calculation will be multiplied by the initial Agreement year rate to determine the new rate set forth in the Agreement for the applicable Agreement year.

When the Contractor desires that the rate for the following Agreement year is adjusted under these provisions, the Contractor will provide no later than May 15 a detailed written statement of the Contractor's calculations pursuant to this procedure. Rate adjustment will not be automatic, it must be requested. The rate adjustment pursuant to this procedure will be rounded to the same level of detail as the rate set forth in the

initial Agreement year. Fifteen (15) days will be given to specify in writing to the Contractor any reasonable objection to such calculation as set forth in this procedure, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this procedure, the District will continue to pay the prior Agreement year rate until such disagreement is resolved, in which case, the District will pay the difference as reasonably agreed upon by the parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Districts' Superintendent's designees will conclusively determine the issue.

- D. EMPLOYEE SCREENINGS:** Since Awardee(s) will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Awardee will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Awardee and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the Districts in advance of the Awardee providing any services on campus while students are present. The Awardee will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its employees. The Awardee will follow the procedures for obtaining employee background screening as outlined on each District's Website: Escambia County School District (<http://ecsd.fl.school.loop.com>) and Santa Rosa County School District (<http://www.santarosa.k12.fl.us/humanresources/Fingerprinting.htm>). Awardee will provide each District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awardee will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Awardee fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the Districts to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awardee agrees to indemnify and hold harmless the Districts, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Awardee's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- E. RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each Responder thereof hereby agrees to:

1. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Boards, (including each District's Superintendent of Schools, the School Districts, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Responder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to

the performance of this agreement. The obligations of the Responder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Responder.

2. **REQUIRED INSURANCE:**

- a. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Boards shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Responder and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School Boards, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- b. If this agreement involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.

F. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the Districts any questions regarding possible conflict of interest which may arise as a result of such change.

G. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this agreement. The Responder's relationship to the Districts under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the Districts for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

H. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

- I. **GOVERNING LAWS:** This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- J. **OTHER LAWS:** It shall be the responsibility of the Responder to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Responder will in no way be a cause for relief from responsibility.
- K. **HARASSMENT/DISCRIMINATION:** Responder doing business with the Districts are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- L. **EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
- M. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement or such longer period as required by law.
- N. **FLORIDA'S PUBLIC RECORDS LAW:** Responder shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the Districts in order to perform the services performed by Respondent under the Agreement.
 2. Provide the public with access to such public records on the same terms and conditions that the Districts would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes., or as otherwise provided by law.
 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer to the Districts, at no cost, all public records in possession of Responder upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Districts in a format that is compatible with the information technology systems of the Districts.
 5. The failure of Responder to comply with the provisions set forth shall constitute a default and breach.
- O. **EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with Districts personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' proposal.

Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this solicitation with Districts Board members is also prohibited and will result in the disqualification of the Responders.

Any current vendor meetings with Districts staff and administration, or instructional personnel shall at no time include any conversation regarding the solicitation.

- P. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the Districts shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. **MISCELLANEOUS:**

1. The Districts will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The proposer shall furnish the Districts such additional information as the Districts may reasonably require.
4. The Districts will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The Districts reserve the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The Districts further reserve the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the Districts.

6. The Districts reserve the right to waive any of the conditions or criteria set forth in this Request for Proposal.
7. The contract cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

V. SCOPE OF WORK OR SERVICES

A. AFTER AWARD OF THE CONTACT: The names and addresses of the Contract Managers for the appropriate School District for this contract is:

Escambia County School District
 Teri L. Szafran, Director
 Exceptional Student Education
 School District of Escambia County
 Office: (850) 469-5518
 Fax: (850) 429-2954

Santa Rosa County School District
 Debbie Anderson, Director
 Exceptional Student Education
 School District of Santa Rosa County
 Office: (850) 983-5167
 Fax: (850) 983-5170

The appropriate School District's Contract Manager may interview possible responder's Interpreters before any services can be provided and will provide information of the number of students needing interpretive services along with their grade levels prior to the beginning of the new school year.

- B. RESPONDER EMPLOYEES:** Winning responder(s)/provider(s) will provide a list of all available Interpreters in writing at the beginning of the school year. Winning will also provide to the Districts completed "***Contracted Sign Language Interpreter Minimum Qualifications Checklist***" (See page 20) for each listed Interpreter. Any additional Interpreter(s) hired by provider during the term of this agreement. Must also have this form completed and forwarded to both Contract Managers.
- C. ACCEPTABLE CREDENTIALS/ CERTIFICATIONS:** Responder/Provider is to provide a copy of all Interpreters' recognized credentials or certifications of interpreting skills to the appropriate School District's Contract Manager before the beginning of the school year. Higher qualifications do not guarantee being chosen to work with the Districts as an Interpreter. Three (3) categories will define your listed Interpreters. If your Interpreter has higher qualifications and a lower EIPA score they will qualify as a lower category Interpreter.

Balance of page intentionally left blank

These categories of credential and certifications are not intended to limit or exclude credentials or certification equivalents that may be recognized in other states. Consideration of equivalent credentials or certifications recognized in states other than Florida will be considered on an individual basis at the discretion of the appropriate School District's Contract Manager.

Credentials and Certifications

Category	Titles	
1	No Credentials/ Certifications	
	QA I	EIPA up to 2.9
	EIE I	
2	Recognized Credentials/ Certifications	
	QA II	EIPA 3.0-3.9
	QA III	
	EIE II	
	EIE III	
3	National Credentials/ Certifications	
	EIPA 4.0 or greater	RID Certification*

***With both performance and written scores**

D. SCHEDULES: Services will be provided in accordance with Escambia County School District's School Calendar which is located at <http://ecsd-fl.schoolloop.com/ecsdcalendar> and Santa Rosa School District's School Calendar which is located at <http://www.santarosa.k12.fl.us/cal>. Scheduling of Interpreters will be handled between the Responder/Provider and the appropriate District's Contract Manager. The Districts will assign interpreters at their discretion based on student needs. The Districts reserve the right to reject interpreters provided with or without cause.

Some additional services may be needed during the extended school year.

Working hours rely on student hours, not exceeding seven (7) hours on a regular school day.

If the assigned student is absent the Interpreter must call the designated District's Contract Manager and Responder/Provider as soon as possible. The appropriate Districts Contract Manager may assign the interpreter to a different worksite/student(s), or working hours may be reduced to two (2) hour service for that specific time of that day.

If the assigned student will be out for more than three (3) days, services will be placed on hold, without any charges, until student is back in class.

If student(s) requiring interpreting services are absent and result in an excess of interpreters, interpreters may be reassigned to different worksite/student(s), or working hours may be reduced to two (2) hour services for that specific day.

E. REASSIGNMENT OF INTERPRETER: When students move from one school to another within the Escambia and Santa Rosa School Districts, the Interpreter may be reassigned to the new school where that student is attending, or to another student as needed.

As new deaf or hard of hearing students register with the Escambia or Santa Rosa County School Districts, additional interpreting services may be required to meet this need. If the Responder(s)/Provider(s) are unable to fill these needs as determined by the Districts, the Districts may seek outside services.

As Interpreters are assigned to service a specific student(s), the Interpreters service agreement will end if that student moves out of the Districts.

- F. UNSATISFACTORY PERFORMANCE:** When services provided by an Interpreter are not satisfactory, the appropriate Districts ESE Director/School Districts Contract Manager will contact Responder/Provider with a written notice of unsatisfactory performance.

Two (2) written notices of unsatisfactory performance for the same Interpreter will constitute removal of that Interpreter. A replacement will be assigned without delay by the Responder/Provider so that services are not interrupted.

- G. RECORDS RETENTION:** Due to the use of federal funds for this service, Responder/Provider must retain all required records for five (5) years after the Districts, (grantees or sub grantees) make final payments and all other pending matters are closed.

- H. INVOICING:** Invoicing for services provided will be submitted twice per month only and are to be reviewed and approved by the Districts' Contract Managers before payment is made.

- I. PAYMENT:** Pay rate will be paid by quarter hour increments and will be based on student school hours. The hourly rate will not fluctuate with time of service.

Hourly rates will remain the same during this contract unless rate increases tied to the CPI are approved per this RFP.

Hourly rates will vary based on Interpreters credentials. Interpreters without credentials or with lower levels of certification will be paid a lower hourly rate as compared to those holding a recognized or higher level of credentials or certifications of interpreting skills.

Cost for services provided for deaf and hard of hearing students after regular school hours will be paid directly from the appropriate District's ESE Department.

Services requested for parents that are deaf or hard of hearing are part of this award and the schools will arrange for these services to be provided via the appropriate District's ESE Departments. Services provided need to be invoiced directly to the appropriate District's ESE Departments for payment.

Travel expenses within the Districts will only be paid if an interpreter is assigned to at least two (2) different schools on the same day or if coverage is needed in a location that the District's Contract Manager constitutes as an excessive distance to be traveled (e.g., rural areas far removed from the majority of the District). Travel expenses to be paid as a result of excessive travel distances will be determined by the District's Contract Manager on an individual basis as required to meet student needs. Mileage rates will be paid in accordance with each District's travel policies.

Payment for extra duty assignments that occur outside of the regular school day will be reimbursed based upon the appropriate Districts' Deaf or Hard of Hearing Interpreter Reimbursement Schedule for Extra Duty Assignments. A copy of the appropriate Districts' Deaf or Hard of Hearing Interpreter Reimbursement Schedule for Extra Duty Assignments will be provided to the Responder/Provider at the time Interpreting services are requested for extra duty assignments.

VI. PREPARATION AND SUBMISSION REQUIREMENTS

It is the practice of The School District of Escambia County and Santa Rosa County, Florida, to evaluate all responses Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute S286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the Districts being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the Districts, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential responders exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSAL MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS: (Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the Districts.)

NOTE PLEASE SEND TEN (10) COMPLETE COPIES OF YOUR PROPOSAL

- A. The **ENTIRE** RFP document (pages 1-27) **MUST** be returned when responding.
- B. **Request For Proposal (RFP) & Proposal Acknowledgment:** This form located on page 1 of this document, must be complete with an **ORIGINAL** signature and returned with the proposal.
- C. **Company Background:** Please give a brief company biography (two (2) Pages Maximum) and attach to this document after page 27, include:
 - 1. Years in business.
 - 2. Number of employees.
 - 3. Business focus, by service, and by geographical region.
 - 4. Short history about how the company has developed.
 - 5. Current sales, income, or net worth.
 - 6. General information on Parent company or ownership.
 - 7. Location of Corporate headquarters, and number of branch offices.
 - 8. Location of the office from which the work for the District would be performed.
 - 9. What makes your firm unique?
- D. **Rate Form:** This form, located on page 21 of this solicitation, must be complete with an **ORIGINAL** signature and returned with the response.
- E. **Interpreting Employee Sheet:** This form, located on pages 22-23 of this document, lists all Interpreting employees, certifications, addresses, and phone numbers.
- F. **Form Number P-002:** At least three (3) references must be provided. References by a School District is preferred. See attached **Form Number P-002** on page 24, contained within this document.
- G. **Drug Free Workplace:** This form, located on page 25 of this document, while not required, will be a determining factor in award between two (2) or more proposals equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.
- H. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form, located on pages 26 and 27 of this document, must be returned with your proposal completed with an **ORIGINAL** signature.
- I. Responder is encouraged to provide any additional materials that will provide the Districts with more detailed information/insight into responder's past work and for this proposal in particular.

VII. PROPOSAL FORMAT AND EVALUATION CRITERIA In order to maintain comparability and enhance the review process, it is required that the Narrative portion of all proposals be organized in the manner specified above. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in the previous section may be considered non-responsive at the sole discretion of the Districts. The number of points in parenthesis is the total potential points for award.

The evaluation criteria will consist of 5 categories:

- A. RESPONSIVENESS TO RFP/COMPANY BACKGROUND (Up to 10 Points):** How well responder responded to the RFP, did the responder include all required documents and complete all required sections of the RFP.
- B. COST/RATE FORM (Up to 40 Points):** Cost/Rate for the services described in Section V Scope of Work or Services above. No pricing will be given consideration until all proposals are evaluated based on qualification items. The highest ranked firm(s) will be subject to negotiation and final acceptance and approval by the School Boards.
- C. INTERPRETERS EMPLOYEE SHEET (Up to 30 Points):** List credentialed and non-credentialed Interpreters. (Include their name, addresses, categories based off our Acceptable Certifications/ Credentials table for the services described in Section V. Scope of Work or Services above.)
- D. REFERENCES (Up to 15 Points):** References (educational/institutional clients preferred), for which you have provided similar services as proposed in this RFP. These references will be contacted and asked questions by the District relative to your performance.
- E. RESPONSE TIME (Up to 5 Points):** Description of the process that the Districts will utilize in order to obtain and confirm services. Also, the time needed from the District's initial request for service to the time service actually begins.

Points will be awarded based on the responses in each proposal received. Lack of a response for any item above will receive (0) zero points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee shall be solely responsible for determining the weight if any such information will be assigned.

VIII. TIME SCHEDULE The anticipated schedule for this RFP and contract award is as follows:

Tuesday, May 5, 2015, RFP Distribution

Tuesday, May 12, 2015, at 12:00 p.m. CST, Deadline for Questions

Thursday, May 14, 2015, by 5:00 p.m. CST, Answers to Questions posted / Addendum Issued (if applicable)

Friday, May 22, 2015 at 12:00 p.m. CST, Proposal Opening

Tuesday, May 26 at 10:00 a.m CST, Evaluation and Awarding Location: Finance Conference Room, 75 North Pace Blvd., Pensacola, FL

Tuesday, June 16, 2015, Board Approval - Contract Award Date

Wednesday July 1, 2015, Contract Commencement Date

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

IX. EVALUATION AND AWARD

- A. PROPOSAL EVALUATION PROCESS:** Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. The Districts will not be liable for any costs incurred by the proposer in connection with such interviews (i.e., travel, accommodations, etc.).

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of Districts staff will be considered. Based on the proposals received, the Districts may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposals without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposers; or, (3) Allow the top ranked Proposers to make oral presentations.

Proposers are advised to provide their best offer with the initial proposal because the Districts reserve the right to award based on initial proposals without further discussion or negotiation.

The proposals most advantageous to the Districts in their sole discretion will be selected. The Districts reserve the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Districts and the selected Proposers cannot be successfully negotiated and executed, then the Districts reserve the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers.

The Districts reserve all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The Districts will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the Districts.

The Districts' Purchasing Departments will prepare and submit a recommendation agenda item to the Superintendents. The Superintendents will then recommend the award(s) to the School Boards. The School Boards will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

The Districts reserve the right to accept or reject any or all proposals.

The Districts reserve the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The Districts reserve the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The Districts reserve the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

The Districts reserve the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the Districts; and (2) the Districts reserves the right to reject any and/or all items proposed.

The Districts reserve the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the Districts reserve the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

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CONTRACTED SIGN LANGUAGE INTERPRETER MINIMUM QUALIFICATIONS CHECKLIST

On behalf of _____ (*print agency name*), I, _____ (*print agency representative*) certify that _____ (*print contracted interpreter*) meets the following minimum qualifications required by The School District of Escambia County to perform the duties of an **Educational Interpreter** as a contracted employee.

- _____ Holds an earned high school diploma/GED or other equivalent
Name of High School/GED: _____
Year awarded: _____
*Transcripts may be requested
- _____ Possesses and maintains a valid Driver's License
- _____ Possesses at least 1 year experience in translation and sensitive customer service for individuals with hearing impairment
- _____ Demonstrates knowledge and skill in communicating and interpreting at a reasonable rate using expressive body language, and sign to voice/voice to sign techniques
- _____ Understands that remedial assistance may be required as a result of English language gaps to ensure students comprehend general education content

On behalf of _____ (*print agency name*), I, _____ (*print agency representative*) certify that _____ (*print contracted interpreter*) meets the following minimum qualifications required by The School District of Escambia County to perform the duties of a **Certified (Credentialed) Educational Interpreter** as a contracted employee.

- _____ Holds an earned high school Diploma/GED or other equivalent
Name of High School/GED: _____
Year awarded: _____
*Transcripts may be requested
- _____ Possesses and maintain a valid Driver's License
- _____ Possesses at least 2 years experience in translation and sensitive customer service for individuals with hearing impairment
- _____ Holds one of the following levels of credentials/certification (check all that are appropriate and list highest level achieved; copies of assessment results will be requested from contract agency)
 - _____ EIPA Certification Level: _____
 - _____ Quality Assurance (QA) Level: _____
 - _____ RID National Certification **Performance** Level: _____ **Written** Level: _____
- _____ Other State recognized credential/certification (specify): _____

- _____ Demonstrates knowledge and skill in communicating and interpreting at a reasonable rate using expressive body language, and sign to voice/voice to sign techniques based upon the above assessment
- _____ Understand that remedial assistance may be required as a result of English language gaps to ensure students comprehend general education content

Agency Representative's Signature: _____

*** RATE FORM ***

Date: _____ Company: _____

Address of office from which services are to be provided: _____

City, State & Zip Code: _____

Phone: _____

Toll Free Phone: _____

Fax: _____

Internet Web Site (URL): _____

E-Mail: _____

Total Number of Interpreters: _____

Response Time: _____

During Regular School Hours

Interpreters	Employee Hourly Pay Rate	Administrative Fees	Price Per hour
Interpreters without Credentials/ Certifications			
Interpreters with Recognized Credentials/Certifications			
Interpreters with National Credentials/Certifications			

Outside of the Regular School Hours

Interpreters	Employee Hourly Pay	Administrative Fees	Individual Price Per hour
Interpreters without Credentials/ Certifications			
Interpreters with Recognized Credentials/Certifications			
Interpreters with National Credentials/Certifications			

These are hours after the students regular school time ends.

(Print Name)

(Signature)

FORM P-002 Reference Release Form

_____ (Name/ Title) _____ (Name Of Company)

give the Escambia County School District and the Santa Rosa County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT OR THE SANTA ROSA SCHOOL DISTRICT, the School Districts may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 bidders have a drug-free workplace program. In order to have a drug-free workplace 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 actions 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 employees 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.

Signature _____

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.

Instructions for Certification

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 title “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)