February 14, 2019

AllWorld Language Consultants, Inc.
Fox Translation Services
Indus Translation Services
International Languages Services, Inc.
Interpreters Unlimited, Inc.
Languages Translation Services
Linguistica International Inc.
Transglobal Incorporated

RE: ITB-025-17/JR

Dear Sir/Madam:

On Wednesday, February 13, 2019, the Superintendent’s designee of Duval County Public Schools renewed the contract for Foreign Language Services (ITB-025-17/JR) with your company. This is your official notification of renewal. This is the first renewal option for the period of April 1, 2019 through March 31, 2020.

Please forward a copy of your insurance certificate as required per special condition #18 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc James Robinson
Master Bid File
March 9, 2018

AllWorld Language Consultants, Inc.
Fox Translation Services
Indus Translation Services
International Languages Services, Inc.
Interpreters Unlimited, Inc.
Languages Translation Services
Linguistica International Inc.
Transglobal Incorporated

RE: ITB-025-17/JR

Dear Sir/Madam:

On Monday, March 5, 2018, the Superintendent’s designee of Duval County Public Schools renewed the contract for Foreign Language Services (ITB-025-17/JR) with your company. This is your official notification of renewal. This is the first renewal option for the period of April 1, 2018 through March 31, 2019.

Please forward a copy of your insurance certificate as required per special condition #18 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc James Robinson
Master Bid File
June 9, 2017

AllWorld Language Consultants, Inc.
Five Star Languages
Fox Translation Services
Indus Translation Services
International Languages Services, Inc.
Interpreters Unlimited, Inc.
Languages Translation Services
Linguistica International Inc.
Lionbridge Global Solutions II, Inc.
Transglobal Incorporated

RE: ITB-025-17/JR

Dear Sir/Madam:

On Tuesday, June 6, 2017, the School Board of Duval County Public Schools approved the award of bid ITB-025-17/JR – Foreign Language Services. This is your official notification of bid award. This award is for the period of date of award through March 31, 2018.

Please forward a copy of your insurance certificate as required per special condition #18 to the buyer, James Robinson. (Email and fax are both acceptable.)

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
Master Bid folder
June 6, 2017, Regular Board Meeting

Title
10. APPROVAL OF FOREIGN LANGUAGE SERVICES CONTRACT

Recommendation
That the Duval County School Board approves a source of service contract for Foreign Language Services in an amount not to exceed $155,000.00 for the period of date of award through March 31, 2018 with annual renewal options.

That the Duval County School Board delegate authority to Superintendent or his designee to renew the contract for subsequent annual periods provided the terms and conditions are essentially the same as those at the time of the award and funds are available for the additional periods. There are four potential annual renewals.

Description
To provide a source of service for foreign language interpreting and written translation services for parents of district students as required by the Individuals with Disabilities Improvement Act (IDEIA). This bid was coordinated through the Office of Economic Opportunity and any recommendations were included in the solicitation. (ITB-025-17-JR)

Gap Analysis
The new contract replaces the current expiring Invitation to Bid (ITB-037-12/LM). The purpose of the bid is to provide oral and written translation and interpretation services of approximately 70 different languages for the district in accordance with requirements as set forth in the Individuals with Disabilities Education Improvement Act (IDEIA). IDEIA specifically requires that appropriate interpretation and translation service be provided for parents at meetings regarding their child’s evaluation and/or Individual Education Plan (IEP). School districts have the legal obligation under IDEIA to provide face-to-face interpretation as well as telephonic interpretation and document translation to parents in a language they understand. IDEIA also requires that assessments and evaluation materials used to assess a child are provided and administered in the child’s native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally.

Previous Outcomes
Since 2014 Foreign Language Services have been provided from three vendors through the Invitation to Bid.

<table>
<thead>
<tr>
<th></th>
<th>2014-15</th>
<th>2015-16</th>
<th>2016- February</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$108,000.00</td>
<td>$ 89,000.00</td>
<td>$ 103,000.00</td>
</tr>
</tbody>
</table>
Expected Outcomes

It is expected that through the use contracted interpreting services, the district will be able to support students with disabilities and their parents as required by IDEA.

Strategic Plan Goal
Ensure Effective, Equitable, and Efficient Use of Resources
Develop the Whole Child

Financial Impact
2016-2017: $140,700 in General Revenue
2017-2018: $155,000 in General Revenue

My Contact
William M. Davis, Chief Academic Officer, 348-7800
Gail Roberts, Executive Director of Exceptional Student Education, 348-7800

Attachment: ITB-025-17-JR Foreign Language Services.pdf
Attachment: ITB-025-17-JR Foreign Language Services Tabulation Sheet.pdf
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>ALC, INC Price</th>
<th>FIVE STAR LANGUAGES Price</th>
<th>FOX TRANSLATION SERVICES Price</th>
<th>INDUS TRANSLATION SERVICES Price</th>
<th>INTERNATIONAL LANGUAGES SERVICES LINC Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Face to face or telephonic meetings with parents (2 hour minimum; 10 minute increments thereafter)</td>
<td>PER HOUR</td>
<td>$70.00</td>
<td>$80.00</td>
<td>NO BID</td>
<td>NO BID</td>
<td>$55.00</td>
</tr>
<tr>
<td>2</td>
<td>Face to face assessment appointments with children (2 hour minimum; 10 minute increments thereafter)</td>
<td>PER HOUR</td>
<td>$70.00</td>
<td>$80.00</td>
<td>NO BID</td>
<td>NO BID</td>
<td>$55.00</td>
</tr>
<tr>
<td>3</td>
<td>Written translation services per word</td>
<td>PER WORD</td>
<td>$0.165</td>
<td>$0.18</td>
<td>$0.12</td>
<td>$0.17</td>
<td>$55.00</td>
</tr>
<tr>
<td>4</td>
<td>Face to face or telephonic scheduling meeting and assessment appointments (10 minute minimum; 10 minute increment)</td>
<td>PER 10 MINUTES</td>
<td>$11.50</td>
<td>$13.30</td>
<td>NO BID</td>
<td>NO BID</td>
<td>$9.25</td>
</tr>
</tbody>
</table>

NOTE: Rates shall be all-inclusive per SC#7. DCPS will NOT reimburse for mileage or overtime.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>INTERPRETERS UNLIMITED INC</th>
<th>LANGUAGES TRANSLATION SERVICES</th>
<th>LINGUISTICA INTERNATIONAL</th>
<th>LIONBRIDGE GLOBAL SOLUTION II INC</th>
<th>TELELANGUAGE INC</th>
<th>TRANSGLOBAL INCORPORATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Face to face or telephonic meetings with parents (2 hour minimum; 10 minute increments thereafter)</td>
<td>PER HOUR</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$34.00</td>
<td>$43.20</td>
<td>*</td>
<td>$65.00</td>
</tr>
<tr>
<td>2</td>
<td>Face to face assessment appointments with children (2 hour minimum; 10 minute increments thereafter)</td>
<td>PER HOUR</td>
<td>$75.00</td>
<td>$65.00</td>
<td>$34.00</td>
<td>NO BID</td>
<td>*</td>
<td>$95.00</td>
</tr>
<tr>
<td>3</td>
<td>Written translation services per word</td>
<td>PER WORD</td>
<td>$0.20</td>
<td>$0.16</td>
<td>$0.15</td>
<td>$0.18</td>
<td>*</td>
<td>$0.13</td>
</tr>
<tr>
<td>4</td>
<td>Face to face or telephonic scheduling meeting and assessment appointments (10 minute minimum; 10 minute increment)</td>
<td>PER 10 MINUTES</td>
<td>$20.00</td>
<td>$130.00</td>
<td>$5.70</td>
<td>$7.20</td>
<td>*</td>
<td>$9.50</td>
</tr>
</tbody>
</table>

Notes:
Accredited Language Service qualified their bid by providing multiple prices & not using bid proposal form.
Telelanguage Inc. Qualified their bid by providing multiple prices.
Prepared by: Cammie Wise  
Verified by: James Robinson  
Date: 02/24/2017  
Award =
ADDENDUM NO. 1
Information Only

www.duvalschools.org/purchasing

Issue Date: February 09, 2017
Phone: 904-858-4837
Buyer: James Robinson
Bid Number: ITB-025-17/JR
Bid Title: FOREIGN LANGUAGE SERVICES

Term of Bid: From date of award through March 31, 2018 with renewal options.
Opening: Thursday, February 16th 2017 February 23rd 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To extend opening date and answer questions in accordance with SC# 5.

Question: Are we able to submit a response for telephonic interpretation and translation services only? Or is the successful bidder expected to provide a response to all services outline?
Answer: Yes

Question: What is the reason for this RFP? i.e. poor provider performance, contract expiration, first time requirement, etc.
Answer: Contract expiration

Question: What is the current rate of services (i.e. what are you currently paying per minute, per word, etc.)?
Answer: $34-55 per hour face to face or telephonic..$75 per page translation

Question: What is your historical, or estimated volume, for these services? (i.e. number or telephonic minutes, number of on-site hours, etc.)
Answer: Approximate hours of services utilized
2014-15= 4900 hours
2015-16= 4600 hours
Question: Who is the current vendor/provider?
Answer: International Language Services, Inc.

Question: Whether companies from Outside USA can apply for this? (like, from India or Canada)
Answer: Yes, but the company must employ interpreters who can provide service in Duval County Public Schools.

Question: Whether we need to come over there for meetings?
Answer: Yes, in person.

Question: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
Answer: No.

Question: Can we submit the proposals via email?
Answer: No.

Question: Workers’ Compensation/Employers’ Liability Insurance: We have worked with the DCSB for close to eight years and have always had 1099 subcontractors. Is this type of insurance requirement ever waived for firms like ILS?
Answer: As long as they fill in the Workers Comp Acknowledgment form.

Question: Business Auto Liability: Our insurance agent mentioned we may have to have a full commercial auto insurance policy since Florida does not have business auto insurance for hired/non-owned. Since our agreements do not include commercial transportation services does this pertain to ILS?
Answer: Yes.

Question: Can we submit the proposals via email?
Answer: No.

Question: Can we bid on written translation only?
Answer: Yes.

Question: Is there an incumbent vendor for these services? If so, who is it and what prices are they charging?
Answer: International Language Services, Inc. $34-55 per hour face to face or telephonic..$75 per page translation.

Question: Do you have any written translation volume for 2016?
Answer: That information is not available at this time.
Approximate hours of services utilized
2014-15= 4900 hours
2015-16= 4600 hours
INVITATION TO BID

January 19, 2017

Buyer: James Robinson
Phone: 904-858-4837

Bid Number: ITB-025-17/JR
Bid Title: FOREIGN LANGUAGE SERVICES

Term of Bid: From Date of Award through March 31, 2018 with annual renewal options.
Opening: Thursday February 16, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: None

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company's principal place of business. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder:__________________________________________________________
Mailing Address: ______________________________________________________________
City, State, Zip Code: ___________________________________________________________
Telephone: ________________ Toll Free: ________________ Fax: ________________
Email Address: ______________________________ Internet URL: ________________________
Federal ID # or SS #: __________________________ Duns #: __________________________
If you are a certified minority, state certifying agency: ______________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #23)

Delivery can be made within _________ calendar days after receipt of order.

Addenda ______ through ______ received. (if applicable)

Original Manual Signature of Authorized Representative: ____________________________
Printed/Typed Name of Authorized Representative: ________________________________
Title: _______________________________ Date: ________________________________
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights of claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in open market or other means necessary to complete the order, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-801399812C-0.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or type is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, according to all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. In case who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: All discounts to be included in bid price.

12. COLLUSION: The bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
Bid No. ITB-025-17/JR

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

______________________________________________________
Signature

______________________________________________________
Company Name

______________________________________________________
Name of Official (Type or print)

______________________________________________________
Business Address

______________________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________</td>
<td>__________________</td>
<td>_______________</td>
</tr>
<tr>
<td>_____________________</td>
<td>__________________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

______________________________________________________
Signature

______________________________________________________
Company Name

______________________________________________________
Print Name of Certifying Official

______________________________________________________
Business Address

______________________________________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. Late bids are not considered and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE ********

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made.

www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed 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) Given 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), notified 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) Imposed a sanction on, or required 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. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

________________________________________
VENDOR’S SIGNATURE/DATE

________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverage sections of the 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 transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 Transaction,” 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 is 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.

ITB-025-17/JR

Organization Name

PR/Award or Project Name

Name

Title

Signature

Date
1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Name of Firm: ____________________________
Signature and Title: ____________________________
Street Address or P.O. Box: ____________________________
City, State, Zip Code: ____________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish rates and source(s) of supply for oral and written translation and interpretation services of approximately 70 different languages for the School District of Duval County, Florida ("DCPS or the "District") in accordance with requirements as set forth in the Individuals with Disabilities Education Improvement Act ("IDEIA"). IDEIA specifically requires that appropriate interpretation and translation services be provided for parents at meetings regarding their child’s evaluation and/or Individual Educational Plans (IEP(s)). School districts have a legal obligation under IDEIA to provide face-to-face interpretation as well as telephonic interpretation and document translation to parents in a language they understand. IDEIA also requires that assessments and evaluation materials used to assess a child are provided and administered in the child’s native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally. Contractors shall be able to provide oral and written translation and interpretation services in all areas of Duval County, FL. The award resulting from this solicitation will be from the date of award through March 31, 2018.

2. **RENEWAL:** Upon written mutual agreement between Contractor(s) and DCPS, the contract(s) to be entered into may be renewed at the anniversary date(s) for 4 additional 1 year periods, subject to the same provisions, terms, conditions, and specifications as originally awarded.

3. **AWARD:** DCPS will initially submit a request for services to the lowest cost contractor by email or fax that will have 3 business days to respond in writing confirming that they can provide a qualified interpreter in the needed language at the time, date and location indicated by DCPS. If the lowest bidder fails to respond within 3 business days, or does not have a qualified interpreter available at the required date, time and location DCPS will contact the other sequentially contractor(s) in the order of their bid price, until the request is filled. However, in emergency situations, requests maybe made with less than 72 hours notice. In such instances DCPS will contact all awarded contractors at the same time by email and the first available with a qualified interpreter will be assigned the transaction.

For purposes of evaluation, this form will be interpreted as follows:
- **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".
- **Item Bid:** All items shall be in accordance with attached specifications.
- **Failure to respond as requested may result in rejection of item(s) as non-responsive.**

4. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about February 27, 2017 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

5. **QUESTIONS:** Any questions and/or request for additional information should be directed to James Robinson, in Purchasing Services at (904) 858-4837 or via email: robinsonj12@duvalschools.org. Placing this bid number (ITB-025-17/JR) in the subject header. **Deadline for questions shall be 12:00 noon EST on February 2nd, 2017.** Questions received after this date will not be answered. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
6. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid. 

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT'S existing contract(s) for the materials or services addressed in this ITB.

7. **PRICING:** Hourly and Per Word rates must be entered on the Bid Proposal Form. “Hourly Rate” is defined as the direct hourly rate along with appropriate load factors and inclusive of profit/fee. “Per Word Rate” is defined as the direct rate per page for translation regardless of the amount of time it takes. The hourly rates and per page rates will be the sole compensation provided to the Contractor.

- The District will compensate Contractor for a minimum of two (2) hours for each face to face or telephonic meeting with parents and DCPS staff. Additional time will be compensated in ten (10) minute increments.
- The District will compensate Contractor for a minimum of two (2) hours for each face to face assessment appointment with children, parents and DCPS staff. Additional time will be compensated in ten (10) minute increments. The District will compensate Contractor for written translation services at the rate proposed in the Contractor Bid Proposal Form.
- The District will compensate Contractor for a minimum of ten (10) ten minutes for face to face or telephonic services required to schedule meetings and assessment appointments.
- The District will compensate Contractor for document translation services on a per page basis.
- The District will reimburse the Contractor a maximum of two hours of service in the event the District cancels a scheduled meeting or assessment appointment with less than twenty-four (24) hours prior notice.
- DCPS will not pay or reimburse for any travel expenses or overtime.
- **Bid rates shall be firm for the initial contract period** and thereafter subject to Special Condition 10. (SC#10 APPLIES ONLY AT RENEWAL)
- Due to the fact that the cancellation by Contractor or one of its employees or subcontractors will cause damage to the District and its need to make certain legally imposed deadlines the District shall be entitled to liquidated damages in the amount of two (2) hours of Contractor(s) hourly rate for Services if Contractor(s) or its employees or subcontractors fail to attend a scheduled meeting unless Contractor provides the District at least twenty-four (24) hours prior notice of a cancellation by Contractor(s). The District shall be entitled to deduct such damages from the next invoice provided by Contractor.

**Note:** By submitting an offer in response to this solicitation, bidders acknowledge and agree that the District is entitled to liquidated damages as described above.
8. **LINE ITEM BIDS AND CORRECTIONS**: All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

9. **QUANTITIES**: The items listed in this solicitation will be ordered on an "AS NEEDED" basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made.

10. **ESCALATION PROVISION**: At each renewal of the contract, DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing prior to the renewal of the contract.

11. **SOCIAL SECURITY CONTRIBUTIONS**: DCPS is **NOT** liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.

12. **INVOICING**: The Contractor(s) shall maintain an accurate record keeping system and shall invoice the District by the tenth (10th) of each month for services provided in the prior month.

   All invoices shall include the purchase order number and detail the interpreter's name, hourly rate and/or per page rate, dates and hours worked and service provided. A timesheet for each employee or subcontractor shall accompany the invoice and shall signed by the employee or subcontractor and the assigned DCPS personnel at the time of the appointment. Improper invoicing may cause a significant delay in payment.

13. **DUVAL COUNTY PUBLIC SCHOOLS’ RIGHT**: If the contractor is providing services which, in DCPS’s opinion, are contrary to the contract requirements, DCPS shall have the right to stop the services, if deemed to be in the best interest of DCPS, until a review and resolution can be attained.

14. **SELECTION OF INTERPRETERS**: The Contractor(s) shall provide trained, professional and qualified interpreters who are proficient in both oral and written interpretation of their designated language(s) as well as in English. Required qualifications and procedures are detailed further in Attachment A- Method of conducting business.

15. **CONFIDENTIALITY**: The contractor agrees to comply with all federal and state laws applicable to DCPS concerning the confidentiality of staff and student records and nondisclosure. The contractor understands that any access to such confidential information shall only be as necessary for the purpose of performing its responsibilities under this contract. The contractor agrees that the use or disclosure of information concerning DCPS business, staff or its students for any purpose not directly related to the administration of this contract is prohibited. Reference: K-20 Education Code #1002.22.
16. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge. Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

17. **SAFETY:** The Contractor shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

18. **INSURANCE:**

A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

   (a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   (b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

   (c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:
$1,000,000 Each Accident
$1,000,000 Disease - Each Employee
$1,000,000 Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used
in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

NOTE: If employees own and operate their own vehicles the Contractor shall provide proof of Employer Non-Owned Automobile Liability coverage or shall have an endorsement added to the General Liability coverage to include Non-Owned Automobile Liability coverage.

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to DCPS and shall apply to those claims which arise out of Services performed by or on behalf of the VENDOR/CONTRACTOR pursuant to this Agreement which are first reported to the VENDOR/CONTRACTOR within four years after the expiration or termination of this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the VENDOR/CONTRACTOR shall be $1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the minimum limits of insurance maintained by the VENDOR/CONTRACTOR shall be $1,000,000 per claim/annual aggregate.

(c) Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed $15,000 per claim.

(d) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.
2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available.
under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to
disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the
VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the
insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the
VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of
insurances may result in recommendation for award to an alternate
VENDOR/CONTRACTOR.

19. FAMILIARITY WITH LAWS: The Bidder is required to be familiar with all Federal, State and local
laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part
of the bidder will in no way relieve him/her from responsibility for compliance with their
requirements.

20. JESSICA LUNSFORD ACT (when applicable): At their own expense, firms shall comply and be
responsible for the costs associated with the Jessica Lunsford Act, which became effective on
September 1, 2005. The Act states that contractual personnel who are permitted access to school
grounds when students are present or who have direct contact with students must meet Level 2
requirements as described in Section 1012.32, F.S. Contractual personnel shall include any
vendor, individual or entity under contract with the District. (Additional information is available at
www.duval.sofn.net.) By submittal of a bid or proposal, each firm acknowledges and accepts this
responsibility including all associated costs.

21. FEDERAL FUNDS: The bidder certifies by submission of their bid, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any Federal department or agency. When requested, the
bidder/contractor will execute and deliver to the District the appropriate federal debarment
certification form within three (3) business days.

22. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in
part, by the contractor without prior written consent of DCPS.

The contractor shall not assign payments under this contract or agreement without the prior written
consent of DCPS.

23. METHOD OF PAYMENT: Payments to vendors may be made via credit card, ACH or check. If
ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder
Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of
payment on all future invoices whether or not they are related to this solicitation.

24. PAYMENT TERMS: Payments will be made in accordance with Florida Statutes 218.174, also
known as the Local Government Prompt Payment Act.

25. AVAILABILITY OF FUNDS: The District’s performance and obligation to pay under this
Agreement is contingent upon an annual appropriation by the District’s Board and the availability
of funds to pay for the goods and services in this Agreement. The District’s Board shall be the
final authority as to what constitutes an annual appropriation and the availability of funds
necessary to continue funding this Agreement. If such funds are not appropriated or available for
this Agreement and this Agreement is terminated, such action will not constitute a default by the
District. The Contractor will be provided reasonable notice if funds are not appropriated or
available. Notwithstanding any such termination, the District shall remain obligated to pay for all
purchase orders for products or services fulfilled by the Contractor prior to the termination notice.
26. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

27. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

28. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection. Bids submitted that include contingencies that must be met by the District in order for the bidder to accept a contract will be cause for rejection.

29. **PUBLIC ENTITY CRIMES AFFIDAVIT:** 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 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.
31. **CANCELLATION:** The Director of Purchasing may, upon reasonable written notice, cancel in whole or in part any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

32. **FORCE MAJEURE:** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and it’s probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 31. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

33. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

34. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm(s) agrees that the District may provide written notice to the Contracted Firm(s) retaining the Contracted Firm(s) for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Foreign Language Services bid. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

35. **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.
For purpose of evaluation, this form will be interpreted as follows:

**Unit Price:** Unit prices should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of $0 will be deemed “included at no charge”.

Failure to respond as requested may result in rejection of items as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Service</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Will be awarded by item</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOTE: Rates shall be all-inclusive per SC #7. DCPS will NOT reimburse for mileage or overtime</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Face to face or telephonic meetings with parents (2 hour minimum; 10 minute increments thereafter)</td>
<td>$________________ PER HOUR</td>
</tr>
<tr>
<td>2.</td>
<td>Face to face assessment appointments with children (2 hour minimum; 10 minute increments thereafter)</td>
<td>$______________ PER HOUR</td>
</tr>
<tr>
<td>3.</td>
<td>Written translation services per word</td>
<td>$______________ PER WORD</td>
</tr>
<tr>
<td>4.</td>
<td>Face to face or telephonic scheduling meetings and assessment appointments (10 minute minimum; 10 minute increments)</td>
<td>$______________ PER 10 MINUTES</td>
</tr>
</tbody>
</table>

**Note:** IAW item #7 of attachment A, the following information must be submitted with your bid

- A listing, past 5 years, of your contracts for foreign language interpretation and translation services.
- Executive summary of all projects current/anticipated for 2016-2017 and 2017-2018
- Brief description of all lawsuits that are pending and/or filed against the proposer over the last five (5) years and any disciplinary action taken against the proposer.
- Provide information on any legal or regulatory violations, pending, current or previous investigations by any regulatory agencies the firm has been involved with in the last five (5) years.
- The names of a contact for any K-12 school districts to whom you have provided translation and interpretation services in the past five (5) years.
METHOD OF CONDUCTING BUSINESS

1. REQUEST FOR INTERPRETERS: When the need arises, DCPS will send a Request for Interpreters to Contractor based on the bid price for services, the lowest being called first until the request is filled. If none of the Contractors can provide the service on the timetable the District requires, the District will be allowed to go to the open market. The request will include language needed; type of service; date and time of service; estimated length of service; location; and any other relevant data.

2. PURCHASING OF SERVICES: DCPS will create an open purchase order for the payment of approved services for each approved Contractor. The amount on the purchase order will be adjusted from time to time by the District based on the utilization of Contractor’s services.

3. QUALIFICATION OF INTERPRETERS: Contractors must be able to provide the District with three (3) professional references for each interpreter Contractor uses for this Bid/Contract, to be furnished upon request.

4. REPLACEMENT OF INTERPRETERS: The meetings and assessment discussions and documents are complex. Accordingly, in connection with providing the interpretation and translation services it is important that the Contractor use qualified, competent and intuitive employees and/or subcontractors that are sensitive to the cultures of the parents and students. The District reserves the right to require Contractor to replace certain interpreters and translators that do not meet these requirements.

5. SCOPE OF SERVICES: The Contractors shall provide trained, professional and qualified interpreters who are proficient in both oral and written interpretation of their designated language(s) as well as in English.

The qualification and competence of each interpreter shall be guaranteed by the Contractors and shall be verifiable by standards acceptable in the field of interpretation services. This may be through professional certification, educational competencies and/or verifiable experiences, but shall, at a minimum, require an appropriate screening of all interpreters used by Contractor to ensure the capability of each interpreter in his or her specialty language(s). It shall be the sole responsibility of the Contractors to furnish all necessary management and resources (including but not limited to sufficient administrative and management personnel, support staff, equipment, materials and supplies) to provide a complete scope of services for the targeted students, as described herein. All services shall be professionally, timely and continuously provided by the Contractor in a manner in accordance with the Special Conditions as set forth in this ITB.

The Contractor shall have the capacity to accommodate multiple simultaneous requirements for the contracted services. The Contractor(s) shall be able to provide interpreters as the District’s schedule requires and to provide services at any of the District’s schools and ancillary facilities throughout the entire County. During the 2014-2015 school year there were approximately 4,900 hours of service utilized. During the 2015-2016 school year there were approximately 4,600 hours of service utilized. The Contractor(s) shall maintain open and accessible lines of communication with designated District personnel at all times including phone, fax and email. At a minimum the Contractor(s) will confirm in writing that all of the Districts’ requested services were received and scheduled.

The Contractor(s), their employees and subcontractors will be expected to be on time for all meetings and appointments. All interpreters must be culturally-sensitive to the parents and students, and must also be objective and unbiased in the delivery of the interpretative services.

The Contractor(s) shall have interpreters available to provide services in all of the predominant languages spoken within the District. The predominant languages are: Farsi, Kurdish, Swahili, Korean, Spanish, Chinese, Dutch, Bosnian, Telugu, Vietnamese, Arabic, Hindi, Tagalog, Turkish,
Albanian, Italian, Urdu, French, Portuguese, Haitian-Creole, Bulgarian, and Russian. It is anticipated the following services for children suspected of having disabilities (referred to hereafter as the “Service” or together the “Services) will be required by the Contractor(s) over the course of a school year:

A. Services for students (ages 2-21). Services shall include, but shall not be limited to providing interpretation services for students and parents when District employees are performing the following assessment activities:
   o Screenings
     ▪ Vision
     ▪ Hearing
     ▪ Speech
     ▪ Language
     ▪ Academic
   o Assessment Evaluations
     ▪ Psychological
     ▪ Educational
     ▪ Speech
     ▪ Language
     ▪ Occupational Therapy
     ▪ Physical Therapy

B. Services for parents. Services shall include, but shall not be limited to providing written or oral interpretation services when District employees need to perform the following interview and/or conduct the types of meetings and types of documents listed below:
   o Appointment scheduling (either by phone or in person)
   o Interviews (either by phone or in person)
     ▪ Developmental History
     ▪ Social History
   o Meetings (either by phone or in person)
     ▪ Referrals (results of screenings)
     ▪ Eligibility Determinations (results of evaluations)
     ▪ Individual Education Plans (legal plan documenting services for students with disabilities)

C. Document Translation. Services shall include, but shall not be limited to, written translation from a foreign language to English of all reports listed below plus additional types that may be provided to the District from time to time. In addition the translators will need to provide written translation from English to foreign languages of the following reports:
   o Evaluation Reports
   o Medical Information
   o Individual Education Plans (IEP’s)

6. INCLUSION: If any services, functions or responsibilities not specifically described in this ITB are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This section includes, but is not limited to, any additional expenses incurred by Contractors in relation to the Services (an example includes expenses incurred by the Contractors if any state or federal agency requires any external review- such as quality control- of the Contractor’s Services conducted for the District).
7. **CONTRACTOR REFERENCES:** Contractors must provide the following general information about their firm:

- A listing, past 5 years, of your contracts for foreign language interpretation and translation services.
- Brief description of all lawsuits that are pending and/or filed against the proposer over the last five (5) years and any disciplinary action taken against the proposer.
- Provide information on any legal or regulatory violations, pending, current or previous investigations by any regulatory agencies the firm has been involved with in the last five (5) years.
- The names of a contact for any K-12 school districts to whom you have provided translation and interpretation services in the past five (5) years.

**B. Bid packages received without references will be considered non-responsive and will not be considered for award.**

8. **DISTRICT RESPONSIBILITIES:** The District is possible for providing the facility where District Meetings, screening interviews and evaluations will be held. The District will also provide an orientation of the referral, evaluation, and eligibility processes, as well as the types of documentation related to such processes. Contractor(s) and its employees and subcontractors shall attend such orientation sessions without compensation from the District.