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|  | <p>York School District One</p> <p>Fixed Price Bid</p> | <p>Solicitation Number 2024-0822</p> <p>Date Issued August 22, 2024</p> <p>Procurement Officer David Baker</p> <p>Phone 803-818-6062</p> <p>E-Mail Address dbaker@york.k12.sc.us</p> | |
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Special Education Teaching Services – Deaf/Hearing impaired, Speech/Language Pathologist, Sign Language Interpreter

DUE DATE: August 28, 2024, at 3:00 p.m. EST.

LAST DAY FOR QUESTIONS: August 25, 2024, at 3:00 p.m. EST.

NUMBER OF PROPOSALS TO BE SUBMITTED: one (1) original, one (1) copy, one (1) thumb drive.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

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| <p>PHYSICAL MAILING ADDRESS:</p> <p>York School District One Attn: David Baker 1475 East Liberty Street York, SC 29745</p> <p>Solicitation Number must appear on the envelope.</p> |
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| <p>CONFERENCE TYPE: None</p> | | <p>LOCATION: None</p> | |
| <p>ADDENDUM(S)</p> | <p>Any addendum(s) will be posted at the following web address: Bids and Awards</p> | | |
| <p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> Bound by the requirements, terms, stipulations, and terms of the solicitation. Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices. Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. | | | |
| <p>NAME OF OFFEROR (Full legal name of business submitting the offer)</p> | | <p>OFFEROR'S TYPE OF ENTITY: (Check one)</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt)</p> <p><input type="checkbox"/> Tax exempt corporate entity</p> <p><input type="checkbox"/> Government entity (federal, state, or local)</p> <p><input type="checkbox"/> Other _____</p> | |
| <p>AUTHORIZED SIGNATURE</p> <p>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p> | | | |

| | | |
|---|--------------------|--------------------------------------|
| TITLE (Business title of person signing above) | | (See "Signing your Offer" provision) |
| PRINTED NAME (Printed name of person signing above) | DATE SIGNED | |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. | | |
| STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.) | | TAX IDENTIFICATION NUMBER: |

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|--|---|--|-------------|------------------|
| HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) | NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) | | | |
| | Area Code | Number | Ext. | Facsimile |
| | E-mail Address | | | |
| <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) | | <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) | | |

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

| Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date |
|--------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|---------------------|
| | | | | | | | |

Minority Participation:

Are you a SC Certified Minority Vendor - Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes No

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I. GENERAL INSTRUCTIONS AND TERMS AND CONDITIONS

GENERAL INSTRUCTIONS

1. **INSTRUCTIONS TO BIDDERS:**

- A. Proposals shall be publicly opened at **3:00 PM** on, **August 28, 2024**. Bid openings shall be conducted in Procurement Services, which is located at 1475 East Liberty Street, York, SC 29745. Sealed Proposals shall be mailed to **York School District One, Attention David Baker, Bid# 2024-0822** located at 1475 East Liberty Street York, SC 29745.
- B. Proposals shall be submitted **NO LATER THAN 3:00 PM** in the place and manner as described in paragraph 1A above. Proposals received after 3:00 PM shall be late Proposals. Late Proposals shall not be considered for award and may be returned to the vendor unopened.
- C. The District shall not accept responsibility for unidentified Proposals.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Manager.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED Proposals.
- G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

3. **AMBIGUOUS PROPOSALS:** Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. **BIDDERS QUALIFICATIONS:** Proposals shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. **ACKNOWLEDGEMENT OF ADDENDUM(S):**

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the addendum on page 2 of the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

6. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

- A. All communication concerning this solicitation must be in writing to the Procurement Officer listed on page 1. Email to: dbaker@york.k12.sc.us
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Procurement Officer. Violation of this provision may result in rejection of the vendor's response.
- D. It is the vendor's responsibility to check the District's website at [Bids and Awards](#) for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

8. WITHDRAWAL OF PROPOSALS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

9. ASSIGNMENT: No contract may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

10. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. FAILURE TO SUBMIT A BID: Vendors not responding with a bid should not return this solicitation. Instead, they should advise the Procurement Officer by letter or email whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive Proposals for the same items may be removed from the applicable bid lists.

12. EXCEPTIONS: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

13. RIGHT TO PROTEST (Section 4210): Any actual or prospective bidder who is aggrieved in connection with the Intent to Award or Award shall submit an Intent to Protest to Amy Hagner, Assistant Superintendent of Finance and Operations at ahagner@york.k12.sc.us. The Intent to Protest shall be submitted in writing within seven (7) business days of the date of the Intent to Award or Award whichever is earlier.

Any actual bidder or prospective bidder who is aggrieved in connection with the Intent to Award or Award of a contract shall protest to Amy Hagner, Assistant Superintendent of Finance and Operations at ahagner@york.k12.sc.us. The protest shall be submitted within fifteen (15) days of the date of the Intent to Award or Award, whichever is earlier. A Protest shall set forth the grounds of the Protest and the relief requested with enough particularity to give notice of the issues to be decided.

14. SPECIFICATIONS: Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. SERVICE DATA MANUALS: When applicable, the Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

16. BIDDER'S RESPONSIBILITY: Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

17. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Purchasing Department website at this location: [Bids and Awards](#)

18. PROPRIETARY INFORMATION: Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."

19. AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in the award criteria.

Therefore, individual prices per item must be indicated on the Proposal form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Procurement Officer shall award proposals in accordance with the District's Procurement Code.

This solicitation document, any addendum(s), and record of negotiation will become a part of the contract when awarded.

TERMS AND CONDITIONS

1. ACCIDENTS: The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Purchasing Officer, provided a thirty (30) calendar day advance written notice is given to the Vendor.
- Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
- Termination for Cause.** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived, and the default provisions of this bid shall apply.
3. **EXAMINATION OF RECORDS:**
- York School District One has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.
- The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.
- Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.
4. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
5. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.
- By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.
6. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
7. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
8. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs,

it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. PATENTS: The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

10. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to AP@york.k12.sc.us with the Company name and purchase order# referenced in the subject line

11. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

12. DRUG-FREE WORKPLACE: This contract is subject to the Drug Free Workplace Act. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended). By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

13. NON-APPROPRIATIONS: Any contract entered into by York School District One resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

14. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST: Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become

effective if approved in writing by the Purchasing Manager). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

15. SUSPENSION AND DEBARMENT: By submitting a proposal (IFB/FPB/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

16. INDEMNITY: Contractor agrees to protect, defend, indemnify and hold York School District One, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

17. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker’s Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

- A. **WORKERS’ COMPENSATION**
Statutory limits covering all employees, including Employer’s Liability with limits of:
 - \$500,000 Each Accident
 - \$500,000 Disease - Each Employee
 - \$500,000 Disease - Policy Limit
- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

18. WORKMANSHIP: All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

19. LIABILITY- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of their employees. The contractor or their insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

20. SAFETY, DAMAGE OR THEFT:

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 325-4715.

21. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all York School District One's property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

22. UNAUTHORIZED PERSONNEL: Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the School District or contractor).

23. FORCE MAJEURE: Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

24. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS: By submission of this bid, the bidder as the prime contractor does hereby agree:

A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;

- B. To provide York School District One with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

25. CONTRACT DOCUMENT: This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.

26. STUDENT AND STAFF SAFETY: The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statues and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the York School District One facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

27. RHSD3 COVID-19 Guidelines: Due to York School District One COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

II. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Capability: The ability of a bidder to fulfill the contract at time of award.

Consultant: To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

Consultant Services: Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Firm: A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (FPB). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this FPB. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference(Meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Request for Proposals (FPB): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/FPB and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

(Definitions above provided by the National Institute of Governmental Purchasing and Free Dictionary.com)

III. INTRODUCTION

York School District One is an equal opportunity employer and encourages Local Business and Small Women-Owned, Minority Business Enterprise (SMWBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

IV. PURPOSE

The purpose of this solicitation is to establish sources of supply for Special Education Teaching Services specific to deaf and hearing impaired, speech/language Pathologist, and sign language interpreting. Sources of supply will be in accordance with the requirements and specifications of this solicitation. The Fixed Price Bidding solicitation method may be used to select a single firm or multiple firms that meet the requirements of this solicitation.

Estimated initial contract period will be September 1, 2024, through August 31, 2025. The contract will be for an initial term of (1) year, with four (4) subsequent one (1) year renewal options. The maximum contract term is five (5) years. The contract will be renewed automatically on the anniversary date unless cancelled by the District or contractor (30) days in advance of anniversary date. Superintendent has the option to approve an additional two (2) more one-year periods after the initial five (5) years. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

V. BACKGROUND

York School District One operates 11 schools/ campuses. One (1) early childhood center, five (5) elementary schools, one (1) intermediate school, one (1) middle school, one (1) high school, one (1) technology campus, and one (1) alternative school.

VI. SCOPE OF SERVICES

The purpose of this bid invitation is to provide sources of supply for Special Education Teaching Services specific to deaf and hearing impaired, speech/language Pathologist, and sign language interpreting. Sources of supply will be in accordance with the requirements and specifications of this solicitation. Selected contractors will be placed on a qualified provider list that the District will utilize when seeking temporary personnel services. Being placed on the qualified provider list does **not** guarantee that a contractor will be asked to supply temporary personnel.

Temporary personnel may only be initially assigned to the District for a maximum 12-month period. After that, with District approval, the temporary personnel may be extended for an additional 12 months in the same job position.

Contractors will invoice the District at the hourly pay rate. Contractors may not exceed the established maximum hourly pay rate, for any position.

The District may request interviews with temporary personnel prior to assignment. These interviews will be at the contractor's expense. Interviews will be no longer than (1) hour in duration. If the District requires temporary personnel attend training and or an orientation prior to beginning official duties, the District will be responsible to pay the agreed upon hourly rate for training and or orientation. After training and or orientation, contractor must offer timely follow-up service to ensure satisfactory performance of all temporary personnel. After a temporary employee officially assumes job duties, any temporary personnel found to be unsatisfactory within forty-eight (48) hours, two (2) business days of assignment, contractor will provide replacement at no expense to the District.

Temporary personnel may be asked to sign information security documents, confidentiality documents, acceptable use policies, and access agreements prior to official employment offer. This does not construe any employment agreement until an official employment offer is made.

It is understood and agreed that any temporary personnel assigned to the District is an employee of the contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the contractor.

Temporary personnel must be W-2 employees of the contractor and not 1099 employees ("1099" is the reporting form used to document income paid to a person who is operating as an unincorporated business, IE, as a sole proprietor).

Compliance with the Affordable Care Act and its related regulations is the sole responsibility of the contractor and its employees. The District, shall have no responsibility for any payment or cost associated with required contributions, fees, charges, penalties, or other payments which are required to be paid by contractor or the State or its political subdivisions for Contractor's employees for any coverage made available or required to be offered and procured by any employer under the Act.

Contractor further agrees that it will hold the District harmless and will fully indemnify the same for any charges, fees, penalties, interest or any sum or cost whatsoever arising from its use of contractor's employees pursuant to the contract for temporary personnel staffing services, nor in the future, including for compliance under the Act.

The District reserves the right to terminate any contract where the contractor is unable to meet payroll demands or where payroll checks are returned due to "insufficient funds".

All assignments require a criminal history background check and will be factored into pricing. The cost for background checks shall not be a separately priced item. The scope of the criminal history check will be nationwide and must include federal, state, and county records for all states where the contractor's employee has resided in the past seven years and a sex offender registry check. The contractor will supply confirmation to the District that the background check for each individual does not contain any adverse information, in writing, and will send a copy to the district for their own review, upon request.

If the District determines it necessary, either before or during assignment, contractor will conduct a drug screening, confirm a negative drug screen to the District, and provide the District a copy of the results, upon request. The minimum drug screening requirement is the US Department of health & Human Services' 5-panel

DOT screening. Drug Screening will not be factored into pricing and shall be individually priced within the bidding schedule.

Any pre-employment health screening required by the District, other than the background testing and drug screening are not covered under this contract. Such testing should be a separate agreement/purchase between the contractor and the District.

Contractor will be responsible for conducting both checks and screenings in accordance with the Fair Credit Reporting Act (FCRA), including all its notification requirements. The District will notify the Contractor if a report renders Contractor's employee unacceptable for the assignment, so Contractor may also comply with FCRA's notice requirements before and after taking adverse action. Contractor should redact sensitive data, including social security numbers and dates of birth, prior to sending documentation to the District.

As an option, contractor may provide web-based time sheets and record keeping systems. Any web based system should include on-line invoicing as well as access to prior invoices and payment status. If not using a web-based time sheet/record keeping system, contractor will not invoice the District until a signed, original time sheet is received. Only certain authorized District Full Time Employees (FTE) may approve temporary personnel time sheets. These authorized District FTE's will be identified at the beginning of any assignment. Time sheets may not be approved by any temporary staff.

Contractor will not invoice based on faxed/copied time sheets or time sheets signed by unauthorized individuals. Invoicing shall be submitted monthly to the District at: AP@york.k12.sc.us

The District will determine the number of hours per day or week for each assignment with no less than a minimum of four (4) hours per job. Temporary employee hours of operation will be determined by the District, based on organizational need. Any hours worked over forty (40) hours within one (1) week will be considered overtime. A week runs from Sunday to Saturday when calculating overtime.

Overtime must be verified by the District prior to billing. If overtime is verified by the District, the rate for any overtime should be adjusted based on federal, state, or local laws concerning overtime pay.

All temporary personnel assigned to the District is an employee of the temporary staffing agency/contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the contractor.

The District will not pay travel cost or any "extra cost" (i.e., benefits, insurance, room and board, and any other additional cost) to the designated workplace for the temporary personnel. If the District authorizes the Temporary Personnel to attend a meeting or provide services outside the designated workplace, the contractor may be reimbursed for travel expenses in accordance with the State of south Carolina travel regulations and is subject to District approval. Request for payment of reimbursable cost are separate from this contract and shall be invoiced independently.

TRAVEL EXPENSES: All business-related travel and out-of-pocket expenses must be pre-approved by the District. As provided in this paragraph, the District will reimburse the Contractor for travel expenses the Contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this Contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Meal cost may not exceed \$25 per day in South Carolina and \$32 per day outside of South

Carolina or rates established by the South Carolina comptroller General. Lodging expenses may not exceed the current maximum lodging rates, excluding taxes, established by the U.S. General Services Administration and published at www.gsa.gov. Travel by commercial airlines must be accomplished in coach or tourist class.

If the District plans to hire temporary personnel as a permanent employee, the District will provide a minimum of a thirty (30) calendar days' notice to the contractor prior to the date of permanent hire. In such circumstances, the contractor will continue to pay the temporary employee as part of their payroll until they agree upon final transfer date.

Both the District and contractor will have the right to refuse to rehire former temporary personnel who are considered unsuitable. Contractor will also verify, to the best of its ability, that any temporary personnel who have previously worked for another temporary personnel staffing agency have not been let go from any previous assignment with the State.

Temporary personnel must have a current, valid State Driver's License in order to drive a District vehicle. Contractor will be responsible for any traffic citation that the temporary personnel receive while driving a District vehicle.

Contractor will administer performance testing, at their expense, to ensure that temporary personnel have the skills necessary to perform all duties listed in the position description for the temporary assignment which an individual is being referred. This testing must be performed prior to a referral for assignment.

Advertisements and information given to temporary personnel by the contractor must accurately describe the position in writing.

Temporary Personnel may request copies from the contractor of all documents they sign for assignments.

Temporary Personnel may not benefit or profit from any assignment of temporary personnel related to this contract.

Contractor Responsibilities to include but not limited to:

1. Providing qualified Special Education Teaching Services specific to deaf and hearing impaired, speech/language Pathologist, and sign language interpreting. The District reserves the right to add services throughout the contract as needed through negotiations with awarded contractors.
2. Attend staffing, Individual Education Plan (IEP) and 504 meetings, multidisciplinary team meetings and other District related meetings as needed.
3. Participating with the District and parents in eligibility staffing and Individual Education Plan (IEP) meetings.
4. In compliance with the Family Educational Rights & Privacy acts (FERPA), Contractor understands the confidentiality of student records and the importance of protecting the privacy of the students and their families. Acknowledgement of responsibility to respect the confidentiality of student and department records and comply with the District's policies and procedures.
5. Compliance with Title VI of the Civil Rights Act.
6. State License through South Carolina Labor License Review Board.

VII. QUALIFICATIONS

Qualifications of Offeror

1. To be eligible for award, you must have the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or any subcontractor you identify.
2. You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.
3. Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide.

QUALIFICATIONS- SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

1. This section establishes standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

- a. Bidders must have one (1) year experience providing temporary personnel services within the state of South Carolina. Bidders who do not have a minimum of one (1) year experience will be deemed non-responsive and will not be considered for award.
 - b. Bidders must have a full-service office, providing temporary personnel services Full-service shall mean:
 - i. Business hours of 8:00 am and 5:00 pm, Monday through Friday (minimum) with staff capable of handling inquiries/orders on location during those business hours (including the lunch hour)
 - ii. Office signage sufficient enough to enable individuals to locate the business office and
 - iii. A public listing of the business office address and telephone numbers (an online listing is acceptable).
2. The Procurement Officer may, in their discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
 3. **Provide a detailed, narrative statement** with adequate information to establish that you meet all the requirements stated in the paragraphs above. Include all appropriate documentation. If you intend for us to consider the qualifications of you key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

VIII. ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the Fixed Price Bid. If, after examination of the various terms and conditions and requirements of this FPB, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 3:00PM on **August 25, 2024** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the FPB and/or the participant's response.

No questions may be directed to or contacts made with members of the York School District One Board, Superintendent, or any District staff not identified in this FPB as points of contacts during the period of time that this FPB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.

IX. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

All proposals shall be submitted to York School District One no later than August 28, 2024 at 3:00 PM. Proposals should be prepared simply and economically, providing a straightforward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"FPB#2024-0822 Special Education Teaching Services."** All late proposals will be rejected. The District is not responsible for late responses caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 1/2" x 11" paper with all standard text no smaller than twelve (12) points. Response shall be double-sided and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this FPB as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this FPB.** The Offeror, however, may reduce the repetition of identical information within several sections of the FPB by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

- i. Completed pages 1 and 2 of this Request for Proposal**
- ii. Bid Form**
 1. Include a completed Cost Proposal Sheet (Appendix II). The cost structure should include, at a minimum what the cost will be for each of the groups listed on the cost Proposal for the initial year of this agreement.
 2. Include a completed and signed W-9
- iii. Qualifications/Experience**
 1. Furnish your organization's qualifications, experience, number and location of offices, number of employees, days/hours of operation and other pertinent data. Location from where work is going to performed.
 2. References: Provide a minimum of three (3) references (Appendix I), preferably from school districts, from employers with similar contracts.
- iv. Appendices**
 1. Appendix I- References
 2. Appendix II- Cost Proposal

X. AWARD CRITERIA

Award Criteria- Fixed Price Bidding: The purpose of this solicitation is to establish sources of supply for Special Education Teaching Services specific to deaf and hearing impaired, speech/language Pathologist, and sign language interpreting. Selected sources of supply will be in accordance with the requirements and specifications of this solicitation. The Fixed Price Bidding solicitation method shall be used to select a single firm or multiple firms that meet the requirements of this solicitation. Award may be made to a single firm or to multiple firms deemed as responsive and responsible Offerors.

Bids Received After Award- Fixed Price Bidding: Offerors not responding to the initial solicitation may be added, at the District's discretion, to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the District's original fixed price bid as authorized by the solicitation. Following the initial awards, contractors that will be considered must notify the York School District One Procurement Department and submit their offer approximately 90 days prior to the annual renewal date. At the District's discretion, responsive and responsible Offerors may be added to the contract on the renewal date.

SPACE INTENTIONALLY LEFT BLANK

XI. APPENDICES

Appendix I- References

Appendix II- Cost Proposal

APPENDIX I- REFERENCES

| REFERENCE #1 | |
|--------------------------|--|
| COMPANY NAME: | |
| CONTACT NAME: | |
| ADDRESS: | |
| PHONE: | |
| EMAIL ADDRESS: | |
| DATE OF CONTRACT: | |
| DESCRIBED WORK PERFORMED | |

| REFERENCE #2 | |
|--------------------------|--|
| COMPANY NAME: | |
| CONTACT NAME: | |
| ADDRESS: | |
| PHONE: | |
| EMAIL ADDRESS: | |
| DATE OF CONTRACT: | |
| DESCRIBED WORK PERFORMED | |

| REFERENCE #3 | |
|--------------------------|--|
| COMPANY NAME: | |
| CONTACT NAME: | |
| ADDRESS: | |
| PHONE: | |
| EMAIL ADDRESS: | |
| DATE OF CONTRACT: | |
| DESCRIBED WORK PERFORMED | |

Ensure the accuracy of the contact information.

Failure to provide accurate information may result in a lower evaluation.

APPENDIX II- COST PROPOSAL

| <u>Description</u> | <u>Maximum Hourly Rate</u> |
|--|----------------------------|
| Special Education Teacher Services – Deaf and Hearing Impaired | \$ _____ |
| Special Education Teacher Services – Speech/Language Pathologist | \$ _____ |
| Special Education Teacher Services – Sign Language Interpreter | \$ _____ |

The District reserves the right to negotiate all costs

Maximum hourly rates may be renegotiated prior to each contract renewal

Company Name: _____