



## I. INTRODUCTION & GENERAL INFORMATION

- A. **PURPOSE:** The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed Proposals from qualified sources to establish an Agreement(s) for Speech Language Pathologist, School Psychologist, Occupational Therapist, and Physical Therapist Services for all District-eligible students located in the Escambia County School District (the “District”), Private Schools, and Special Centers.

CALENDAR OF EVENTS	
RFP Posting (See Page 1)	Thursday, January 10, 2019
District Holiday Closure (No Deliveries or Mail)	Monday, January 21, 2019
Deadline for Questions (See Page 6)	Tuesday, January 22, 2019 at 12:00 p.m., Central
Answers to Questions and Any Addendum Posted (See Page 6)	Thursday, January 24, 2019 at 5:00 p.m., Central
RFP Opening (See Page 1)	Friday 1, 2019 at 2:00 p.m., Central
RFP Evaluation (Subject to change)	Thursday, February 7, 2019
Agreement Start Date (See Page 7)	Monday, April 1, 2019

- B. **GENERAL INFORMATION ABOUT DISTRICT SCHOOLS:** The District and its governing board (the “Board”) were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District’s school officials. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board Policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District. Additionally, the District is held to adhering to the provisions outlined in the Jessica Lunsford Act in Section III (Special Conditions), Paragraph D (Employee Screening). Responders should be aware that potential labor challenges may exist as a result of the District’s adherence to this State mandate.

The District is coterminous with Escambia County, which covers eight hundred seventy-six (876) square miles. The District currently operates fifty-two (52) schools/centers: thirty-two (32) elementary schools, nine (9) middle schools, seven (7) high schools and four (4) specialized schools/centers. The District also supports thirty-seven (37) private schools. See Attachment A for a list of school sites and their addresses.

As one of the largest school districts in the nation, the District serves approximately forty thousand, one hundred (40,100) students (excluding private schools and allowing for student population changes).

## II. GENERAL TERMS AND CONDITIONS

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

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

inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

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

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent

by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for those goods or services actually shipped/performed and accepted up to the date of termination, and for costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **REMEDIES:** Upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested

by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received include: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; and (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing by Tuesday, January 22, 2019 at 12:00 pm CST. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda and answers to any questions raised will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> by Thursday, January 24, 2019 at 5:00 pm CST. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. RFP tabulations, recommendations or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on Page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

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

- A. **TERM OF AGREEMENT:** The District seeks to enter into an annually renewable Agreement for up to five (5) years, in one (1) year increments. Each renewal must be mutually agreed upon and requires School Board approval. The initial period will begin April 1, 2019 through June 30, 2019. Thereafter, the Agreement terms will be July 1 through June 30 for each successive year.
- B. **COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this RFP with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' proposal.

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

All inquiries regarding this RFP should be addressed to:

Kristin Smith, Purchasing Agent  
Purchasing Department  
Escambia County School District  
75 N. Pace Blvd.  
Pensacola, FL 32505  
850-469-6203  
Email: [ksmith7@escambia.k12.fl.us](mailto:ksmith7@escambia.k12.fl.us)

- C. **INVOICES:** The awarded Contractor(s) must submit weekly timesheets to be approved by the District Point of Contact ("POC") listed on the Purchase Order. A monthly detailed invoice will be submitted for approval by the District POC to Accounts Payable, 75 N Pace Blvd., Pensacola, FL 32505. The District will be invoiced within ten (10) calendar days of the close of each month. All invoices must reference the appropriate Purchase Order. No overtime is to be worked, approved, or paid. The District POC has fifteen (15) business days to notify the Contractor if an invoice appears incorrect. Once notified, the Contractor will have ten (10) business days to issue a corrected invoice.
- D. **EMPLOYEE SCREENINGS:** Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The Parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other

duties under this Agreement. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- E. **HARASSMENT/DISCRIMINATION:** Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- F. **EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11478 as amended by 11590, 12106, 13087, 13152, and 13672; Executive Order 11246 as amended by 11375, 11478, 12086, 12107, 13279, 13665, and 13672; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964 and 1991; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act of 1990; the Genetic Information Act of 2008; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.
- G. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

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

The Responder is responsible to ensure all supplied personnel have the necessary knowledge and the ability to perform the physical requirements necessary to fulfill the scope of this RFP which shall be in compliance with all applicable laws, including, but not limited to the Occupational Safety and Health Act of 1970.

- H. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses, permits and permissions necessary for the performance of the work. Lack of knowledge by the Responder will, in no way, be a cause for relief from responsibility. The Responder will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
- I. **GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The Parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The Parties hereby waive venue in any other forum.
- J. **FEDERAL LAWS AND REGULATIONS:** Services performed under this Agreement may be paid with federal funds. The Contractor shall comply with the provisions of 45 CFR, Part 74, 2 CFR, Part 200 and other applicable regulations.
  - 1. Title VI of Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 CFR Parts 15, 15a and 15b, and any additions or amendments.

2. The Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387).
  3. Byrd Anti-Lobbying Amendment (31 USC 1352).
  4. Energy Policy and Conservation Act (42 USC 6201).
  5. Contract Work Hours and Safety Standards Act (40 USC 3701-3708) supplemented by Department of Labor regulations (29 CFR Part 5).
  6. Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
  7. Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 3).
  8. Rights to Inventions Made Under a Contract or Agreement [37 CFR 401.2(a)].
  9. Procurement of Recovered Materials (2 CFR 200.322).
  10. Breach of Contract [2 CFR Appendix II to Part 200 (b)].
- K. **PRIVACY REGULATIONS:** The Contractor will follow health information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act (FERPA) of 1974 and the Protection of the Pupil Rights Amendment (PPRA) of 1978.
- L. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of seven (7) years after final payment under this Agreement or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings.
- M. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE:** Pursuant to Section 119.0701, Florida Statutes, any contract entered into pursuant to this RFP will require the successful Responder to comply with all public records laws, including the obligations to:
1. Keep and maintain public records required by the District to perform the service.
    - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
    - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
  2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL DISTRICT OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850) 469-6131, [NROSS@ESCAMBIA.K12.FL.US](mailto:NROSS@ESCAMBIA.K12.FL.US), OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

- N. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or agency has been employed or retained to solicit or secure a contract pursuant to this RFP upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul the contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract

on any basis other than the merits of the matter.

- O. **SAFEGUARDING INFORMATION:** Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state regulations, federal regulations, and the Board's policies except upon written consent of the recipient, or his responsible parent or guardian, when authorized by law.
- P. **FORCE MAJEURE:** A "Force Majeure Event" means fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.
- Q. **TOBACCO:** All District property, including but not limited to school buildings, athletic fields, parking lots and District-owned vehicles are considered tobacco-free per the School Board of Escambia County's Tobacco/Cotinine/Nicotine-Free School Policy (6Gx17-3.22), the Florida Clean Indoor Air Act (Article XXIX, Chapter 386) and the Constitution of the State of Florida (Article X, Section 20).
- R. **MISCELLANEOUS:**
  - 1. The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
  - 2. The District reserves the rights to use other existing contracts when determined to be in their best interest.
  - 3. Locations for services may be added, deleted, or amended at any time as communicated by the District POC in writing and copied to the Purchasing Agent listed on Page 1.

#### IV. SCOPE OF WORK/SERVICES

##### A. **Speech Language Pathologist Services ("SLP"):**

- 1. The Contractor shall be responsible for the following:
  - a. Upon request of the District, provide Qualified SLP candidates capable of evaluating students and providing services both directly and/or by consult.
    - i. To be considered "Qualified", a candidate must meet the following requirements:
      - (1) A Master's Degree in Speech Language Pathology from an accredited educational institution, and;
      - (2) Possess a current Florida Speech Language Pathologist License or Florida Teaching Certificate to practice Speech Language Pathology.
    - ii. It is the District's preference that a Qualified Candidate also possess:
      - (1) A Certificate of Clinical Competence, and
      - (2) One (1) year of experience in an educational setting.
  - b. After the District POC has communicated in writing the name(s) of Qualified SLP(s) to be utilized, Contractor will ensure all selected SLP candidates are fingerprinted and badged per the requirements in Section III (Special Conditions), Paragraph D (Employee Screenings) prior to beginning any assignment.

- c. Verifying a purchase order has been issued prior to beginning any assignment by contacting the Purchasing Agent listed in Section III (Special Conditions), Paragraph B (Communication).
  - d. Submitting timesheets and invoices per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
2. The SLP shall be responsible to:
- a. Submit a weekly timesheet in accordance with the Contractor's policies.
  - b. Participate in developing, implementing, and evaluating Individual Education Plans (IEPs), including measurable goals and objectives for each student's needs; as applicable to the educational setting. Conduct comprehensive evaluations and complete progress reports. Re-evaluate short-term objectives and write new ones as needed. Consult with teachers, parents, and other IEP committee members to ensure student needs are being met. Attend IEP meetings and other student-related conferences as needed.
  - c. Attend and participate in Response to Intervention (RTI) meetings. Participate in all pre-referral and referral procedures as required by the District.
  - d. Verify students' Medicaid eligibility, develop and implement a Plan of Care for Medicaid-eligible Speech Language Impaired students. The Plan of Care may require specific instructions to students, parents, teachers, and other professionals on the interdisciplinary team.
  - e. Identify student-appropriate materials and equipment for therapy. Students with specialized needs may require creation of appropriate materials. All material and equipment must be approved by the appropriate District department prior to purchase. The District will have copyrights to any material created. Technology resources will be utilized effectively.
  - f. Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
  - g. Request diagnostic and/or therapeutic assistance from Speech Language Impaired (SLI) Resource Specialist and/or Diagnostician. Use standardized instruments, clinical judgment, and teacher-parent input to screen, evaluate, and reassess students' needs (consult with SLI Resource Specialist).
  - h. Provide therapeutic intervention for Speech and Language Communication Disorders. Provide direct speech therapy using materials specific to the communication disorder(s). Consult with SLI Resource Specialist prior to all evaluations/eligibilities/dismissals of students with communication disorders.
  - i. Establish and maintain effective and efficient record keeping procedures. Maintain sufficient and accurate daily records and data collection to document students' attendance and progress. Records should meet documentation requirements for Medicaid. All records must be stored in accordance with direction from the District POC.
  - j. Establish and maintain a positive, organized, and safe environment for students. Recognize overt indicators of student distress or abuse and takes appropriate intervention, referral, or reporting action concerning services. Ensures that student growth/achievement is continuous and appropriate for age groups and student program classification.
  - k. Provide functional suggestions to teachers and parents regarding the students' therapy program. Provides families, employees, and other professionals with consultation and instruction in therapy techniques to establish carry-over into daily activities, which ultimately

would affect students' performance in the academic and community settings. Establish and maintains a positive collaborative relationship with students' families.

- I. Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies. Correspond with sponsoring physicians as appropriate.
  - m. Demonstrate professional growth and continuous improvement of professional knowledge and skills. Participate in District-sponsored staff development programs and state and national level professional organizations. Model professional and ethical conduct at all times. Conduct in-service training for faculty, staff, parents, and community.
  - n. Maintain confidentiality of student and other professional information in compliance with Section III (Special Conditions), Paragraphs J (Federal Laws and Regulations) and K (Privacy Regulations).
  - o. Comply with District policies, procedures, and programs. Support school and District goals and priorities.
3. The District shall be responsible to:
- a. Review prospective SLPs in accordance with Section IV (Scope of Work/Services) Paragraph A (Speech Language Pathologist Services), Number 1, as submitted by the Responder to determine if Qualified.
  - b. Issue a purchase order to the Responder after selection of Qualified SLP(s) and upon approval of award by the School Board of Escambia County, FL.
  - c. Review weekly timesheets submitted by the Contractor and monthly invoices per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
  - d. Provide work space for the selected SLP to work with students. Review requests to purchase material, equipment, and provide any necessary technology required to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph A (Speech Language Pathologist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.
  - e. Allow access to all relevant student records as needed and approved for the SLP to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph A (Speech Language Pathologist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.
  - f. Periodic review of SLP performance to ensure continued effectiveness and compliance with the contract.

**B. School Psychologist Services:**

1. The Contractor shall be responsible for the following:
  - a. Upon request of the District, provide Qualified School Psychologist candidates capable of evaluating students and providing services both directly and/or consult.
    - i To be considered "Qualified", a candidate must meet the following requirements:
      - (1) A Specialist's Degree from an accredited educational institution or equivalent, including one (1) year internship.

(2) Current Florida Certification as Specialist in School Psychology or School Psychologist.

(3) Minimum of one (1) year of successful teaching or school psychology experience.

- b. After the District POC has communicated in writing the name(s) of Qualified School Psychologist (s) to be utilized, Contractor will ensure all selected School Psychologist candidates are fingerprinted and badged per the requirements in Section III (Special Conditions), Paragraph D (Employee Screenings) prior to beginning any assignment.
- c. Verifying a purchase order has been issued prior to beginning any assignment by contacting the Purchasing Agent listed in Section III (Special Conditions), Paragraph B (Communications).
- d. Submitting timesheets and invoices per the requirements in Section III (Special Conditions), Paragraph C (Invoices).

2. The School Psychologist shall be responsible to:

- a. Submit a weekly timesheet in accordance with the Contractor's policies.
- b. Evaluate school psychological services. Coordinate and implement school-wide and District-wide psychological services and activities, including facilitation of the pre-referral, Response to Intervention (RTI) Team, and the referral process for students.
- c. Participate in RTI planning strategies or Individual Education Plans (IEPs) to help meet the needs of identified students.
- d. Analyze and interpret information to make psycho-educational diagnoses and recommendations regarding needs for Exceptional Student Education (ESE) services. Establish short- and long-range plans designed specifically to support the District's exceptional education plan regarding re-evaluation of ESE students and IEP development of temporary students.
- e. Plan and prepare effective intervention strategies with parents and teachers. Provide follow-up conferences with parents, teachers, and other community professionals to share information and develop alternative instructional strategies. Provide interpretation of educational policies, programs, and procedures for parents.
- f. Seek out new data sources to assist in assessment of student growth and share these findings with teachers, principals, and other instructional leaders. Demonstrate knowledge and understanding of a broad curriculum base. Provide direct observation and/or crises intervention in accordance with District policy as necessary.
- g. Advocate for the educational needs and mental health of students and assist others in understanding and accepting the nature of specific abilities and disabilities. Perform initial psychological testing and scoring with additional comprehensive follow-up testing of evaluated students to determine the effectiveness and implementation levels of recommendations. Recognize overt indicators of student distress or abuse and take appropriate action in accordance with District policy. Assist in early identification of students' school-related problems.
- h. Use extensive professional judgment in assimilating and interpreting psycho-educational findings. Implement school-wide training in social skills, functional behavior assessment, Current Procedural Terminology (CPT), Attention Deficit Hyperactivity Disorder (ADHD), and other behaviorally-related areas.
- i. Establish and maintain effective and efficient record keeping procedures. Maintain sufficient

and accurate daily records and data collection to document students' attendance and progress. All records must be stored in accordance with direction from the District POC.

- j. Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies. Correspond with sponsoring physicians as appropriate.
  - k. Conduct psychological services in a manner which ensures that student growth/achievement is continuous and appropriate for age group, subject area, and student program classification. Indicators may include, but not limited to: case history and follow-up reports, criterion, and norm referenced standardized tests, documented parent interaction reports, student study team reports, student academic, and/or discipline records as deemed appropriate.
  - l. Consult with teachers and other school personnel. Suggest a variety of realistic and effective intervention strategies for teachers to use with students with different learning styles and special needs. Consult with parents, teachers, administrators, and other school staff to facilitate the learning and adjustment of students.
  - m. Demonstrate professional growth and continuous improvement of professional knowledge and skills. Participate in District-sponsored staff development programs and state and national level professional organizations. Conduct in-service training for faculty, staff, parents, and community.
  - n. Manage time, materials, and equipment effectively. Identify student-appropriate materials and equipment for therapy. All material and equipment must be approved by the appropriate District department prior to purchase, technology resources will be utilized effectively.
  - o. Act in a professional and ethical manner by adhering, at all times, to the Professional Code of Ethics and Standards of Professional Conduct for educators and school psychologists.
  - p. Maintain confidentiality of student and other professional information in compliance with Section III (Special Conditions), Paragraphs J (Federal Laws and Regulations) and K (Privacy Regulations).
3. The District shall be responsible to:
- a. Review prospective School Psychologists in accordance with Section IV (Scope of Work/Services), Paragraph B (School Psychologist Services), Number 1 as submitted by the Responder to determine if Qualified.
  - a. Issue a purchase order to the Responder after selecting a qualified School Psychologist and upon approval of award by the School Board of Escambia County, FL.
  - b. Review weekly timesheets and monthly invoices submitted by the Contractor per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
  - c. Provide work space for the selected School Psychologist to work with students. Review requests to purchase material, equipment, and provide any necessary technology required to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph B (School Psychologist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.
  - d. Allow access to all relevant student records and provide evaluation and therapy materials as needed and approved for the School Psychologist to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph B (School Psychologist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.

- e. Periodic review of School Psychologist performance to ensure continued effectiveness and compliance with the contract.

**C. Occupational Therapist Services (“OT”):**

1. The Contractor shall be responsible for the following:
  - a. Upon request of the District, provide Qualified Occupational Therapist candidates capable of evaluating students and providing services both directly and/or consult.
    - i. To be considered “Qualified”, a candidate must meet the following requirements:
      - (1) A Master’s Degree in Occupational Therapy from an accredited educational institution.
      - (2) Possess a Florida licensure to practice Occupational Therapy.
    - ii. It is the District preference that a Qualified Candidate also possess:
      - (1) One (1) year of experience in pediatrics preferred.
  - b. After the District POC has communicated in writing the names(s) of Qualified OT to be utilized, Contractor will ensure all selected OT candidates are fingerprinted and badged per the requirements in Section III (Special Conditions), Paragraph D (Employee Screenings) prior to beginning any assignment.
  - c. Verifying a purchase order has been issued prior to beginning any assignment by contacting the Purchasing Agent listed in Section III (Special Conditions), Paragraph B (Communications).
  - d. Submitting timesheets and invoices per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
2. The Occupational Therapist shall be responsible to:
  - a. Submit a weekly timesheet in accordance with the Contractor’s policies.
  - b. Develop an individual occupational therapy Plan of Care. Implement the Plan of Care for eligible students which may include specific instructions to students, teachers, other professionals, parents, and other interdisciplinary team participants.
  - c. Attend IEP meetings and other student-related conferences as needed. Participate in developing IEPs inclusive of goals and objectives that reflect student needs as applicable to the educational setting. Implement activities focused on improving skills needed to address specific problems and goals as delineated on the IEP. Provide student services, as recommended in the IEP. Consult with teachers, parents, and other IEP committee members to ensure students’ needs are being met.
  - d. Identify and select student-appropriate materials and equipment for therapy. Provide and recommend assistive technology, adaptive equipment, environmental modifications, and accommodations to academic tasks as needed. All materials and equipment must be approved by the appropriate District department prior to purchase, technology resources will be utilized effectively.
  - e. Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.

- f. Evaluate students' physical needs relative to the educational setting. Use clinical observations, teacher reports, and standardized testing (as needed) in order to screen, evaluate, and reassess students' needs. Provide for the development and improvement of sensory-motor, oral-motor, perceptual/fine motor skills to task engagement in the educational setting. Provide intervention directed toward improving daily living skills specific to work readiness/performance, play skills, or enhancing educational performance skills.
  - g. Establish and maintain a positive, organized, and safe environment for students. Recognize overt indicators of student distress or abuse and take appropriate intervention, referral, or reporting action. Ensure student growth/achievement is continuous and appropriate for age groups and student program classification.
  - h. Provide families, employees, and other professionals with consultation and instruction in therapy techniques to establish carry-over into daily activities. Establish and maintain a positive collaborative relationship with students' families.
  - i. Establish and maintain effective and efficient record keeping procedures. Maintain sufficient and accurate daily records and data collection to document students' attendance and progress. Verify students' Medicaid eligibility, develop and implement a Plan of Care for Medicaid-eligible students. Records should meet documentation requirements for Medicaid. All records must be stored in accordance with direction from the District POC.
  - j. Communicate effectively, orally and in writing, with other professionals, students, parents, community and agencies. Correspond with sponsoring physicians as appropriate.
  - k. Demonstrate professional growth and continuous improvement of professional knowledge and skills. Participate in District-sponsored staff development programs and state and national level professional organizations. Conduct in-service training for faculty, staff, parents, and community.
  - l. Maintain confidentiality of student and other professional information in compliance with Section III (Special Conditions), Paragraphs J (Federal Laws and Regulations) and K (Privacy Regulations).
  - m. Comply with District policies, procedures, and programs. Support school and District goals and priorities.
3. The District shall be responsible to:
- a. Review prospective School Psychologists in accordance with Section IV (Scope of Work/Services), Paragraph C (Occupational Therapist Services), Number 1 as submitted by the Responder to determine if Qualified.
  - a. Issue a purchase order to the Responder after selecting a qualified Occupational Therapist and upon approval of award by the School Board of Escambia County, FL.
  - b. Review weekly timesheets and monthly invoices submitted by the Contractor per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
  - c. Provide work space for the selected Occupational Therapist to work with students. Review requests to purchase material, equipment, and provide any necessary technology required to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph C (Occupational Therapist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.

- d. Allow access to all relevant student records as needed and approved for the Occupational Therapist to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph C (Occupational Therapist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.
- e. Periodic review of Occupational Therapist performance to ensure continued effectiveness and compliance with the contract.

**D. Physical Therapist Services (“PT”):**

- 1. The Contractor shall be responsible for the following:
  - a. Upon request of the District, provide Qualified Physical Therapist candidates capable of evaluating students and providing services both directly and/or consult.
    - i. To be considered “Qualified”, a candidate must meet the following requirement:
      - (1) A Master’s Degree in Physical Therapy from an accredited educational institution.
      - (2) Possess a Florida licensure to practice Physical Therapy.
    - ii. It is the District’s preference that a Qualified Candidate also possess:
      - (1) One (1) year of experience in pediatrics preferred.
  - b. After the District POC has communicated in writing the names(s) of Qualified PT to be utilized, Contractor will ensure all selected PT candidates are fingerprinted and badged per the requirements in Section III (Special Conditions), Paragraph D (Employee Screenings) prior to beginning any assignment.
  - c. Verifying a purchase order has been issued prior to beginning any assignment by contacting the Purchasing Agent listed in Section III (Special Conditions), Paragraph B (Communications).
  - d. Submitting timesheets and invoices per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
- 2. The Physical Therapist shall be responsible to:
  - a. Submit a weekly timesheet in accordance with the Contractor’s policies.
  - b. Develop an individual physical therapy program Plan of Care. Implement Plan of Care with specific instructions to students, teachers, other professionals, parents, and other participants on an interdisciplinary team.
  - c. Attend IEP meetings and other student-related conferences as needed. Participate in developing IEPs inclusive of goals and objectives that reflect student needs as applicable to the educational setting. Implement activities focused on improving skills needed to address specific problems and goals as delineated on the IEP. Provide for student services as recommended in the IEP. Consult with teachers, parents, and other IEP committee members to ensure student needs are being met.
  - d. Identify and select student-appropriate materials and equipment for therapy. All material and equipment must be approved by the appropriate District department prior to purchase, technology resources will be utilized effectively.
  - e. Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.

- f. Provide direct physical therapy, which includes but not limited to: strengthening exercise, stretching, balance training, gait, mobility training, and alternative positioning. Prescribe and adjust adaptive equipment and instruct classroom staff in safe use. Attend medical clinics with or, on behalf of, students as necessary, or send progress reports to explain students' status within the school setting. Evaluate students' physical needs relative to the educational setting.
  - g. Establish and maintain a positive, organized, and safe environment for students. Recognize overt indicators of student distress or abuse and takes appropriate intervention, referral, or reporting action. Ensure student growth/achievement is continuous and appropriate for age groups and student program classification. Use standardized tools and clinical observations to screen, evaluate, and reassess students' needs.
  - h. Provide families, employees, and other professionals with consultation and instruction in therapy techniques to establish carry-over into daily activities. Establish and maintain a positive collaborative relationship with students' families.
  - i. Establish and maintain effective and efficient record keeping procedures. Maintain sufficient and accurate daily records and data collection to document students' attendance and progress. Verify students' Medicaid eligibility, develop and implement a Plan of Care for Medicaid-eligible students. Records should meet documentation requirements for Medicaid. All records must be stored in accordance with direction from the District POC.
  - j. Communicate effectively, orally and in writing, with other professionals, students, parents, community, and agencies. Correspond with sponsoring physicians as appropriate.
  - k. Demonstrate professional growth and continuous improvement of professional knowledge and skills. Participate in District-sponsored staff development programs and state and national level professional organizations. Conduct in-service training for faculty, staff, parents, and community.
  - l. Maintain confidentiality of student and other professional information in compliance with Section III (Special Conditions), Paragraphs J (Federal Laws and Regulations) and K (Privacy Regulations).
  - m. Comply with District policies, procedures, and programs. Support school and District goals and priorities.
3. The District shall be responsible to:
- a. Review prospective Physical Therapists in accordance with Section IV (Scope of Work/Services), Paragraph C (Physical Therapist Services), Number 1 as submitted by the Responder to determine if Qualified.
  - b. Issue a purchase order to the Responder after selecting a qualified Physical Therapist and upon approval of award by the School Board of Escambia County, FL.
  - b. Review weekly timesheets and monthly invoices submitted by the Contractor per the requirements in Section III (Special Conditions), Paragraph C (Invoices).
  - c. Provide work space for the selected Physical Therapist to work with students. Review requests to purchase material, equipment, and provide any necessary technology required to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph D (Physical Therapist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.

- d. Allow access to all relevant student records as needed and approved for the Physical Therapist to accomplish the responsibilities outlined in Section IV (Scope of Work/Services), Paragraph D (Physical Therapist Services), Number 2. When applicable, these duties would be fulfilled by the private school being provided the service.
- e. Periodic review of Physical Therapist performance to ensure continued effectiveness and compliance with the contract.

## V. PROPOSAL FORMAT AND EVALUATION CRITERIA

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District. The submission of a Proposal shall be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

**All Proposals must be received no later than 2:00 p.m. CST, on Friday, February 1, 2019.** If a Proposal is transmitted by US Mail or other delivery medium, the Responder will be responsible for its timely delivery to **The School District of Escambia County, Attn: Purchasing Department; RFP #190806, 75 North Pace Blvd., Pensacola, FL 32505.** Any Proposal received in the Purchasing Office after the stated time and date or received at any other location will not be considered. Any such disqualified proposals will be retained by the District.

**One (1) manually signed original, and five (5) photocopies**, of the complete Proposal must be sealed and clearly labeled: **"REQUEST FOR PROPOSAL: SPEECH LANGUAGE PATHOLOGIST, SCHOOL PSYCHOLOGIST, OCCUPATIONAL THERAPIST, AND PHYSICAL THERAPIST SERVICES"** on the outside of the package. The Pricing Form (Attachment B) must be submitted in a separate sealed envelope. The legal name, address, Responders' contact person, and telephone number should also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All Proposals must be signed by an officer or employee having authority to legally bind the Responder.

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

Any Proposal may be withdrawn prior to the date and time the proposals are due.

### A. PROPOSAL REQUIREMENTS:

1. Please follow the "script" in Paragraph 2 below for your Proposal submittal; this will allow the District to better evaluate/compare your company's capabilities with our needs. Responses shall be organized as described herein and contain the required information. Responders are encouraged to provide tab separations for each item. At the District's sole discretion, proposals received which do not contain ALL items listed in this section may be considered non-responsive. Thank you in advance for your cooperation.
2. **Each response should include the following:**
  - a. Title Page: Indicating "Speech Language Pathologist, School Psychologist, Occupational Therapist, and Physical Therapist Services", the RFP Number, and showing the name and address of the firm as well as the contact person for the firm with his or her phone number and email address.
  - b. Table of Contents: Provide a clear identification of the material by section and by page number.

- c. Required Response Form (see Page 1): All required information completed with signatures. The enclosed original Required Response Form will be the only acceptable form. Any modifications or alterations to the District's language on this form shall not be accepted. Failure to comply will result in the rejection of the Proposal.
- d. Required Attachments: The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return with the Proposal. Failure to do so may result in the rejection of the Proposal.
  - i. Pricing Form (see Attachment B): Pricing should be submitted in a separately sealed envelope.
  - ii. Reference Form (see Attachment C).
  - iii. Drug Free Workplace Form (see Attachment D): If not applicable, return with the Proposal unsigned.
  - iv. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (see Attachment E).
  - v. Vendor Certification Regarding Scrutinized Companies Lists (see Attachment F).

**B. PROPOSAL FORMAT** (100 points maximum for evaluation purposes):

1. **REFERENCES** (6 points): Complete and return the enclosed Reference Form (Attachment C). Provide a list of professional references, (other than the Escambia County School District), in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. The Reference Form must be signed in order to be awarded any points.
2. **COMPANY BACKGROUND AND EXPERIENCE** (35 points):
  - a. Provide a brief company biography, two (2) pages maximum. Include general information on the company, number of years the company has been in business, the location of corporate headquarters, the number of branch offices, and services offered related to Section IV (Scope of Work/Services).
  - b. Describe the staffing structure. Include names, titles, office location, and contact information.
  - c. Describe the Contractor's approach and methodology of how the services in Section IV (Scope of Work/Services) will be provided.
  - d. Provide current, detailed resumes with copies of applicable degrees/licenses/certificates for current employees that meet the requirements in Section IV (Scope of Work/Services).
  - e. Provide documentation from the appropriate State of Florida agency confirming Contractor's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
  - f. Those Contractors located within the Escambia County, FL must also include a copy of their County Business Tax Receipt. If a Contractor is located within Escambia County, FL, and fails to provide a copy with the proposal the Responder's Proposal may be rendered non-responsive. Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.

3. **REPORTING** (14 points): The Contractor must identify the method(s) by which it will report timesheets, leave of absence requests, and invoices. The Contractor must maintain documentation and must furnish such documentation upon request to the School District.
4. **PROGRAM COST** (45 points): Submit a completed Pricing Form (Attachment B). The Pricing Form must be in a separate sealed envelope. The pricing should be a fixed cost and all inclusive. No overtime can be worked, approved or invoiced. Hours used shall be invoiced in increments of thirty (30) minutes. All hourly rates and times shall begin as of check-in on the "job site".

It is acceptable to submit an hourly rate price range based on Contractor-defined Criteria stated in the "Additional Comments" Section of Attachment B. For example, if the price range is determined by years of experience, then the pricing may reflect three (3) cost tiers, A-C. The hourly rate for Qualified Candidates with 0-5 years of experience would be A. The hourly rate for Qualified Candidates with 6 to 10 years experience would be B. The hourly rate for Qualified Candidates with more than 10 years experience would be C.

Any Services not offered by the Responder will be indicated by writing "No Bid" for the corresponding category. In order for a Responder to be considered responsive, an hourly rate must be submitted for at least one (1) category.

Pricing will not be considered until all proposals are evaluated based on the items listed in Section V (Proposal Format and Evaluation Criteria), Paragraph B (Proposal Format), Numbers 1, 2, and 3. For Responder convenience, a sample School District calendar (Attachment G) is included to assist in calculation of rates.

Cost increases or decreases for future terms will only be granted as individually requested by the Responder and allowed by the District based upon the express provisions of this RFP (see below for CPI increases). No CPI adjustments will be allowed or made until the start of the third year Agreement year, July 1, 2020.

**CONSUMER PRICE INDEX (CPI):**

The contracted charges in the initial Agreement year will be used and may be adjusted for subsequent Agreement years by using the initial Agreement year rates as follows. Commencing on the third Agreement year, and each Agreement year thereafter (including any additional renewal terms) the rates may be adjusted by the change in the CPI Index (as defined below). As used in this procedure:

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

Using the CPI-U published for January or February of the then-current year, the contract hourly rates may be adjusted by adding the then-current contract year hourly rate to the product of the then-current contract year hourly rate and the percent change from January or February of the immediate prior term year to the same month of the then-current term year. As an example, the percent change from CPI All Urban Consumers, South – Size Class B/C from February 2017 to February 2018 was 1.9%. If A equals the then-currently hourly rate and B equals the new contact hourly rate, the following calculation would be used.

$$A + (.019 * A) = B$$

When the Contractor desires that the rate for the following Agreement year is adjusted under these provisions, the Contractor will provide a detailed written statement no later than April 1<sup>st</sup> of the Contractor's calculations pursuant to this procedure to the Purchasing Agent listed on page one (1). Rate adjustment will not be automatic, it must be requested. If April 1<sup>st</sup> falls on a non-business day, the deadline to submit a detailed written statement will be the next business day. Fifteen calendar (15) days will be given to specify in writing to the Contractor any reasonable objection to such calculation as set forth in this procedure, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this procedure, the District will continue to pay the prior Agreement year rate until such disagreement is resolved, in which case, the District will pay the difference as reasonably agreed upon by the Parties (such agreement to be conclusive). In the event the Parties cannot reach a reasonable agreement within sixty (60) calendar days from the original written notice from the Contractor, then the Superintendent or his designee will conclusively determine the issue.

At any time, should extraordinary economic conditions exist, the District reserves the right to, at its sole discretion, negotiate further adjustments to the Contractor's rate(s).

The agreed upon new rates will not apply to any quotes or purchase orders issued before the start of the new Agreement year.

## **VI. EVALUATION CRITERIA AND AWARD**

### **A. PROPOSAL EVALUATION PROCESS:**

1. Proposals are received and publicly opened. Only names of Responders are read at this time.
2. An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.
3. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.
4. The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award to the School Board. The School Board will then approve or reject the recommendation.

### **B. DISTRICT'S RIGHTS AND RESERVATIONS:**

1. The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and/or be assigned to work additional evidence of qualification and/or before recommendation of award. Invoking this right would be based upon the written proposal received.
2. Responders are advised to provide their best offer with the initial Proposal because the District reserves the right to award an Agreement based on initial proposals without further discussion or negotiation.
3. The Proposal(s) most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate any proposal, including price and/or negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable agreement between the District and the selected Responders cannot be

successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate with the next-highest ranked Responder or subsequent Responder(s) until an Agreement is reached.

4. Prior to its Board approval, the District reserves all rights, in its sole discretion, at any time, to accept or reject any or all proposals, waive any irregularities and technicalities, accept/reject any/all items proposed, not to issue an award to any Responders, to issue a single or multiple award, to cancel this RFP, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

## **VII. TERMINATION AND REMEDIES**

- A. The District reserves the right to terminate, in accordance with this RFP, any Purchase Order and/or Agreement at any time and for any reason without penalty. Prior to termination, the District may elect to issue a stop work order in accordance with weekly timesheets submitted by the Contractor and Section II (General Terms and Conditions), Letter I (Stop Work Order).
- B. The Contractor may terminate the Agreement at any time with ninety (90) days written notice to the Purchasing Agent listed on Page 1. The reason for the termination must be stated in the written notice. Upon receipt of notice, Contractor and District will meet within thirty (30) days to formulate a migration plan to include transfer of documentation, work expectation, etc. Failure of Contractor to attend or fulfill obligations may result in breach, subject to all available remedies to the District in tort or law.
- C. During the course of the Agreement, should the District encounter performance issues in the execution of services, the District will begin documenting information concerning those instances. After three (3) instances are recorded within an Agreement Term, a meeting will occur involving representatives from the Responder in question, the Purchasing Department, and the appropriate Department. If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement for breach. Should an instance be of such severity that the District has reasonable concern for the safety of District students, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

## **VIII. FEDERAL AND STATE TAX**

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

## **IX. DEFAULT**

In the event that the Contractor breaches the Agreement, then the District reserves the right to seek any and all remedies in law and/or in equity.

## **X. LEGAL REQUIREMENTS**

- A. The Contractor warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Agreement in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Agreement whether or not such specified in the Agreement and Exhibits. The Contractor further warrants that the execution and delivery of the Agreement and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

- B. Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.
- C. Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith. Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
- D. All media releases, public announcements, and public disclosures by either Party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Such permission may be withdrawn at any time.
- E. The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
- F. Contractor will pay the District's reasonable attorneys' fees and costs for any matter arising under Section III (Special Conditions), Paragraph M (Florida Public Records Law and Compliance) of the RFP. It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract/agreement awarded by the District.

Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all Proposal documents or other materials submitted by all Responders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

- G. Should any provision of the Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall remain valid and in full force and effect. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive any termination or expiration of the Agreement and continue in full force and effect.
- H. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the District. The 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 the District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in its Proposal. Should the Contractor desire to delete, add, or amend any sub-contractors or engage additional companies as sub-contractors hereunder, prior written approval by the District (in its sole discretion) shall be required.
- I. Nothing set forth in any provision of the Agreement shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity.

The Contractor shall indemnify the Board and to the fullest extent permitted by law, protect, defend,

indemnify, and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its sub-contractor, or other party directly or indirectly employed by the Contractor for whose acts may be liable in performance of the work; or

Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or

Liens, claims or actions made by the Contractor of any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any cost or expense, including attorney's fees, incurred by the Board to enforce the Agreement shall be borne by the Contractor.

The Board agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statutes and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to the Agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

- J. The Agreement may not be amended or supplemented in any way except in writing, dated, and signed by authorized representatives of both Parties.
- K. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- L. The Agreement is entered into solely between, and may be enforced only by, the District, its Board, and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.
- M. If any date of significance hereunder falls upon a Saturday, Sunday, or Federal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or Federal holiday. Saturdays, Sundays and Federal holidays shall not be considered business or working days.
- N. By returning a signed and completed proposal, the Responder attests that there has been no collusion with any other Responder. In addition, there has been no divulging, discussion, or comparison of this Proposal during the preparation or submission of this Proposal in order to gain an unfair advantage in the award if this proposal.
- O. The Contractor herein shall not assign payments under the Agreement without the prior written consent of the District.

## XI. CONFLICT OF INTEREST

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

All Responders must disclose the name of any officer, director, or agent who is also an employee of the District. All Responders must also disclose the name of any District employee who owns, directly or indirectly, any interest in the Responder's business or any of its branches.

## XII. INSURANCE REQUIREMENTS

A. The Contractor shall furnish proof of the following insurance to the Board by Certificate of Insurance:

The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insureds under the policy or policies.

The Contractor shall provide Certificates of Insurance to the District's Purchasing Department at 75 North Pace Blvd., Pensacola, FL 32505, prior to the start of any work under the Agreement.

The Contractor's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by the Agreement.

B. All insurance policies shall be issued by companies with either of the following qualifications:

The Contractor must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A. M. Best Company.

With respect only to Workers' Compensation insurance, the Contractor must be (1) authorized as a group self-insurer pursuant to Florida Statutes, or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.

C. The Contractor shall furnish proof of the following insurance types and coverages:

Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Contractor employees employed in connection with the Agreement and Employers' Liability Insurance with minimum limits of \$1,000,000.00 USD per occurrence.

Comprehensive General Liability Insurance: The Contractor shall procure and maintain for the life of the Agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the Agreement. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000.00 USD per occurrence, combined single limit for bodily injury and property damage liability.

Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 USD per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Contractor does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.

### **XIII. PUBLIC ENTITY CRIMES**

- A. 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/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-contractor, 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- B. The Responder certifies by submission of this RFP, 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. The Contractor will execute and include in their Proposal the appropriate federal debarment certification form (Attachment E).

### **XIV. DISPUTE**

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the procedures set forth herein.

- A. The District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B. The Services that are the subject of this Request for Proposal are essential to the operations of the District, the School Board in order to assure continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Purchasing and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential services/materials on an as-needed basis.
- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
  - 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
  - 2. Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The

Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.

- E. Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
  - 1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
  - 2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
  - 3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
  - 4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges, the Protest Bond will be returned to the Protester.

**ATTACHMENT A**  
**Escambia County Schools/Centers**

<b>Jim Allen Elementary</b>	1051 Hwy 95A North Cantonment, FL 32533
<b>Bellview Elementary</b>	4425 Bellview Avenue Pensacola, FL 3252
<b>Beulah Elementary</b>	6201 Helms Road Pensacola, FL 32526
<b>Blue Angels Elementary</b>	1551 Dog Track Road Pensacola, FL 32506
<b>Bratt Elementary</b>	5721 North Hwy 99 Century, FL 32535
<b>Brentwood Elementary</b>	4820 North Palafox Street Pensacola, FL 32505
<b>Hellen Caro Elementary</b>	12551 Meadson Road Pensacola, FL 32506
<b>N. B. Cook Elementary</b>	1310 North 12 <sup>th</sup> Avenue Pensacola, FL 32503
<b>Cordova Park Elementary</b>	2250 Semur Road Pensacola, FL 32503
<b>Ensley Elementary</b>	501 East Johnson Avenue Pensacola, FL 32514
<b>Ferry Pass Elementary</b>	8310 North Davis Hwy Pensacola, FL 32514
<b>Global Learning Academy</b>	100 North "P" Street Pensacola, FL 32505
<b>Holm Elementary</b>	6101 Lanier Drive Pensacola, FL 32504
<b>Kingsfield Elementary</b>	900 West Kingsfield Road Cantonment, FL 32533
<b>Lincoln Park Primary</b>	7600 Kershaw Street Pensacola, FL 32534
<b>R. C. Lipscomb Elementary</b>	10200 Ashton Brosnaham Rd Pensacola, FL 32534

## **ATTACHMENT A - Continued**

<b>Longleaf Elementary</b>	2600 Longleaf Drive Pensacola, FL 32526
<b>L. D. McArthur Elementary</b>	330 East Ten Mile Road Pensacola, FL 32534
<b>Molino Park Elementary</b>	899 Highway 97 Molino, FL 32577
<b>Montclair Elementary</b>	820 Massachusetts Avenue Pensacola, FL 32505
<b>Myrtle Grove Elementary</b>	6115 Lillian Hwy Pensacola, 32506
<b>Navy Point Elementary</b>	1321 Patton Drive Pensacola, FL 32507
<b>Oakcrest Elementary</b>	1820 North Hollywood Blvd Pensacola, FL 32505
<b>Pine Meadow Elementary</b>	10001 Omar Avenue Pensacola FL, 32534
<b>Pleasant Grove Elementary</b>	3000 Owen Bell Lane Pensacola, FL 32507
<b>Scenic Heights Elementary</b>	3801 Cherry Laurel Drive Pensacola, FL 32504
<b>O. J. Semmes Elementary</b>	1250 Texar Drive Pensacola, FL 32503
<b>Sherwood Elementary</b>	501 Cherokee Trail Pensacola, FL 32506
<b>A.K. Suter Elementary</b>	501 Pickens Avenue Pensacola, FL 32503
<b>Warrington Elementary</b>	220 North Navy Blvd Pensacola, FL 32507
<b>C. A. Weis Elementary</b>	2701 North Q Street Pensacola, FL 32505
<b>West Pensacola Elementary</b>	801 North 49 <sup>th</sup> Avenue Pensacola, FL 32506

## **ATTACHMENT A - Continued**

<b>Bailey Middle</b>	4110 Bauer Road Pensacola, FL 32506
<b>Bellview Middle</b>	6201 Mobile Hwy Pensacola, FL 32526
<b>Beulah Middle</b>	6001 West 9 Mile Road Pensacola, FL 32526
<b>Brown Barge Middle</b>	201 E. Hancock Lane Pensacola, FL 32503
<b>Ferry Pass Middle</b>	8355 Yancey Avenue Pensacola, FL 32514
<b>Ransom Middle</b>	1000 West Kingsfield Road Cantonment, FL 32533
<b>Ernest Ward Middle</b>	7650 Highway 97 Walnut Hill, FL 32568
<b>Warrington Middle</b>	450 South Old Corry Road Pensacola, FL 32507
<b>Workman Middle</b>	6299 Lanier Drive Pensacola, FL 32504
<b>Escambia High</b>	310 North 65 <sup>th</sup> Avenue Pensacola, FL 32506
<b>Northview High</b>	4100 West Hwy 4 Bratt, FL 32535
<b>Pensacola High</b>	500 West Maxwell Street Pensacola, FL 32501
<b>Pine Forest High</b>	2500 Longleaf Drive Pensacola, FL 32526
<b>Tate High</b>	771 Tate Road Cantonment, FL 32533
<b>Washington High</b>	6000 College Pkwy Pensacola, FL 32504
<b>West Florida High</b>	2400 Longleaf Drive Pensacola, FL 32526
<b>George Stone Center</b>	2400 Longleaf Drive Pensacola, FL 32526

## ***ATTACHMENT A - Continued***

**Escambia Westgate Center** 10050 Ashton Brosnaham Rd  
Pensacola, FL 32534

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**McMillan Pre-K Center** 1403 St. Joseph Avenue  
Pensacola, FL 32501

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**Success Academy/Second Chance** 129 North Merritt Street  
Pensacola, FL 32507

### ***Escambia Private Schools***

**BB C Christian Academy** 1520 West Avery Street  
Pensacola, FL 32501

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**Blessed Star Montessori Christian School** 9151 N. Davis Hwy.  
Pensacola, FL 32514

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**Carden Christian Academy** 3290 Bauer Road  
Cantonment, FL 32533

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**Saint John The Evangelist** 325 S Navy Boulevard  
Pensacola, FL 32507

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**D T Preparatory Academy, Inc** 8440 Ashland Avenue  
Pensacola, FL 32534

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**East Hill Academy, Inc.** 635 West Garden Street  
Pensacola, FL 32505

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**Pensacola Learning Academy** 3186 Gateway Lane  
Cantonment, FL 32533

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**East Hill Christian School** 1301 E. Gonzalez Street  
Pensacola, FL 32501

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**Jubilee Christian Academy** 5910 North W. Street  
Pensacola, FL 32505

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**Pensacola Christian Academy** 10 Brent Lane  
Pensacola, FL 32503

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**Redeemer Lutheran** 333 Commerce Street  
Pensacola, FL 32507

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**S.L. Jones Christian Academy** 100 Boeing Street  
Pensacola, FL 32507

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**The Montessori School of Pensacola** 4100 Montessori Drive  
Pensacola, FL 32504

## ***ATTACHMENT A - Continued***

<b>Aletheia Christian Academy</b>	1700 Woodchuck Avenue Pensacola, FL 32504
<b>Christian Institute of Arts and Sciences</b>	2007 North 61st Avenue Pensacola, FL 32506
<b>Lighthouse Private Christian Academy</b>	901 East Gadsden Street Pensacola, FL 32501
<b>Dixon Christian School of the Arts</b>	2601 W Strong St. Pensacola, FL 32505
<b>Episcopal Day School Christ Church</b>	223 N. Palafox St. Pensacola, FL 32502
<b>Escambia Christian School</b>	3311 West Moreno Pensacola, FL 32505
<b>Golden Rule Christian School</b>	5550 Twin Creek Circle Pace, FL 32571
<b>Little Flower Catholic</b>	6495 Lillian Highway Pensacola, FL 32506
<b>Marcus Point Christian School</b>	6205 North W Street Pensacola, FL 32505
<b>Montessori School of Pensacola</b>	1010 N 12th Avenue Pensacola, FL 32501
<b>Pensacola Catholic High School</b>	3043 West Scott Street Pensacola, FL 32505
<b>Pensacola Junior Academy</b>	8751 University Parkway Pensacola, FL 32514
<b>Pensacola Private School of Liberal Arts</b>	1010 N 12th Avenue Pensacola, FL 32501
<b>Sacred Heart Cathedral School</b>	1603 N 12th Ave Pensacola, FL 32503
<b>Saint Paul Catholic</b>	3121 Hyde Park Road Pensacola, FL 32503
<b>The Annesley Institute</b>	7417 Stagecoach Road Pensacola, FL 32526
<b>Trinitas Christian School</b>	3301 East Johnson Pensacola, FL 32514

## ***ATTACHMENT A - Continued***

**Phoenix Learning Academy, Inc.**

9608 North Palafox Street  
Pensacola, FL 32534

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**Abundance of Life Temple of Praise**

615 N. W. Street  
Pensacola, FL 32525

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**Century Academy**

440 E. Hecker Road  
Century, FL 32535

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**Hillcrest Academy Free School**

2031 Fairchild St.  
Pensacola, FL 32504

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**Iron Sharpens Iron Academy**

1580B W. Cervantes St.  
Pensacola, FL 32501

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**Personalize Learning Christian Academy**

115 Beverly Parkway  
Pensacola, FL 32505

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**PLA Learning Academy**

6119 West Jackson St.  
Pensacola, FL 32506

**ATTACHMENT B**  
**Pricing Form**

<b>Category</b>	<b>Hourly Rate</b>
<b>Speech Language Pathologist</b>	
<b>School Psychologist</b>	
<b>Physical Therapist</b>	
<b>Occupational Therapist</b>	

For information regarding the completion of this form refer to Section V (Proposal Format and Evaluation Criteria), Paragraph B (Proposal Format), Number 4 (Program Cost).

Additional Comments: \_\_\_\_\_

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# ATTACHMENT C

## Reference Form

Responder's Name: \_\_\_\_\_

<b>Reference 1</b>			
Name of Company			
Address			
Contact Name		Phone Number	
Email Address		Fax Number	
Length of Customer Relationship			
Description of Work Performed			

<b>Reference 2</b>			
Name of Company			
Address			
Contact Name		Phone Number	
Email Address		Fax Number	
Length of Customer Relationship			
Description of Work Performed			

<b>Reference 3</b>			
Name of Company			
Address			
Contact Name		Phone Number	
Email Address		Fax Number	
Length of Customer Relationship			
Description of Work Performed			

By signing below you are giving the District authorization to contact the companies listed above to obtain opinions of work performed by the Responder.

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

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

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

## **ATTACHMENT D DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State of Florida or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature \_\_\_\_\_

## **ATTACHMENT E**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**(Please read instructions below before completing 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.

---

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
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 has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# ATTACHMENT F

Florida Statutes  
287.135

## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Company Name:	_____				
Vendor FEIN:	_____				
Vendor's Authorized Representative Name and Title:	_____				
Address:	_____				
City:	_____	State:	_____	Zip:	_____
Phone Number:	_____				
Email Address:	_____				

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Company Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:	_____
who is authorized to sign on behalf of the above referenced company.	
Print Name and Title:	_____

# ATTACHMENT G



## School District of Escambia County 2018-2019 School Calendar School Board Approved: November 14, 2017



JULY 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### Nine Weeks

1 <sup>st</sup> 8/13 – 10/12	43 days
2 <sup>nd</sup> 10/15 – 12/20	43 days
3 <sup>rd</sup> 1/7 – 3/12	45 days
4 <sup>th</sup> 3/13 – 5/24	47 days
<b>Total Days:</b>	<b>178 days</b>

### Holidays/Breaks/Early Release Days

Independence Day	July 4	New Year's Day	January 1
Labor Day	September 3	MLK Day	January 21
Veterans Day	November 12	Memorial Day	May 27
Thanksgiving	November 22	Fall Break	Nov 19-23
Christmas	December 25	Christmas Break	Dec 21-Jan 3
Early Release Days	12/20 & 5/24	Spring Break	March 18-22

### Legend

<span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: white;"></span>	Student Days	<span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; background-color: white;"></span>	First/Last Day
<span style="display: inline-block; width: 15px; height: 15px; background-color: #f08080;"></span>	Teacher/Student Holiday or Break	<span style="display: inline-block; width: 15px; height: 15px; background-color: #4682b4;"></span>	Teacher Work Day/Non-Student Day
<span style="display: inline-block; width: 15px; height: 15px; background-color: #9370db;"></span>	Teacher & 10/11 mos ESP Professional Development Day/Non-Student Day		

Calendars are subject to revision based on statutory changes. Break days may be used as make-up days.

## RESPONDER'S CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the Verified column indicating that the item is included in your Proposal packet. We suggest that you include this completed checklist along with your Proposal. Items checked Required must be submitted at the time you submit your Proposal or your Proposal will be declared non-responsive. Items checked Requested should be submitted at the time you submit your Proposal to facilitate the evaluation process, but will not be cause for declaring your Proposal non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The entire RFP document	1-42
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Request For Proposal (RFP) & Responder's Acknowledgement with manual signature	1
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing Form (Attachment B)	36
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Form (Attachment C)	37
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drug Free Workplace (Attachment D)	38
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E)	39
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vendor Certification Regarding Scrutinized Companies Lists (Attachment F)	40