



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

## REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

**APRIL 24, 2024**

PROCUREMENT CONTACT & TELEPHONE:

**TAMARA HARDEN: 850-469-6205**

**THarden1@ecsdfl.us**

RFP TITLE:

**SPECIALIZED THERAPY SERVICES**

RFP NUMBER:

**#241904**

RFP OPENING DATE & TIME:

**Friday, May 17, 2024, 2:00 PM, Central Standard Time**

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

The School District of Escambia County, Florida ("School District") solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. All Proposals must be sealed and received in the School District's Procurement Department at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title," "RFP Number," and the "RFP Opening Date & Time." The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. **If submitting electronically, Responders shall submit their response on BidNetDirect.com/florida.** Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT: )

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_\_ BIDNET\_\_\_\_ DEMAND STAR\_\_\_\_ PRIME VENDOR\_\_\_\_  
OTHER (PLEASE SPECIFY\_\_\_\_) MINORITY/DISABLED SERVICE VETERAN SUPPLIER\_\_\_\_

**I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR

PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

- A. **PURPOSE:** The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed Proposals from qualified vendors to establish an Agreement for “as-needed” Specialized Therapy Services listed in Attachment A: Part I and Part II for all District-eligible students located in the Escambia County School District (the “District”), Private Schools, and Special Centers for the term. The Agreement will provide a list of awarded vendors for the District to utilize. Since the services are to be performed on an “as-needed” basis, there is no dollar amount or guarantee of amount of services associated with the agreement. Upon mutual written agreement and approval of the School Board of Escambia County, Florida, an annual renewable agreement will be issued in one (1) year increments for up to a total of five (5) years subject to the availability of lawfully appropriated funds and School Board approval. The initial term of the Agreement(s) shall be **July 1, 2024 through June 30, 2025**. All pricing proposed herein shall be firm throughout the first year of the Agreement.

B.

CALENDAR OF EVENTS	
RFP Posting (See Page 1)	Wednesday, April 24, 2024
Deadline for Questions (See Page 6)	Wednesday, May 1, 2024 at 5:00 p.m., Central
Answers to Questions and Any Addendum Posted (See Page 6)	Thursday, May 9, 2024 at 5:00 p.m., Central
RFP Opening (See Page 1)	Friday, May 17, 2024 at 2:00 p.m., Central
RFP Evaluation (Subject to change)	Monday, June 3, 2024
Agreement Start Date (See Page 7)	Monday, July 1, 2024

- C. **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 approximately thirty-seven (37) private schools. (See Attachment B) 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 term "Responder," "Respondent," "Contractor," "Independent Contractor," or "Vendor" 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. The term "Parties", when used collectively, will apply to both the District and the Responder.

- 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. 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 Procurement.
- 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 Procurement 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 Procurement Specialist referenced on page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist in writing by Wednesday, May 1, 2024 at 5:00 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 Procurement website address at <https://www.escambiaschools.org/Page/1048> by Thursday, May 9, 2024 at 5:00 p.m 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 Procurement Office and are also posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048>. 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 Procurement Specialist 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 Procurement 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.
- BB. **MODIFICATIONS:** Any changes in terms, conditions, and pricing must be writing, with supporting documentation, upon mutual consent and approval of the School Board, if needed.

### 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 with School Board approval and subject to the availability of lawfully appropriated funds. The Agreement terms will begin on July 1, 2024 through June 30, 2025 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:

Tamara Harden, Senior Procurement Specialist

Escambia County School District

75 N. Pace Blvd.

Pensacola, FL 32505

850-469-6205

Email: [THarden1@ecsdfi.us](mailto:THarden1@ecsdfi.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: <https://escambiaschools.org/Page/1048>. 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, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
  2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
  3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
  4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (2 CFR 200.326 Appendix II (J))
  5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
  6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
  7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
  8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
  9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
  10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
  11. Right to Inventions Made Under a Contract or Agreement (2 CFR.200.326 Appendix II (F)).
  12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
  13. Breach of Contract [2 CFR Appendix II to Part 200(b)].
  14. Byrd Anti-Lobbying (2 CFR 200.326 Appendix II (J)).

For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL state OSD (Office of Supplier Diversity). We encourage all suppliers to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

- 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. **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.
- N. **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.
- O. **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.
- P. **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).

**Q. 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 Procurement Specialist listed on Page 1.

## **IV. SCOPE OF WORK/SERVICES**

Please review the positions listed in Attachment A: Part I and Part II (Pricing Form, Job Title, Description, and requirements.(Attachment A).

## **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, May 17, 2024.** 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: Procurement Department; RFP #241904, 75 North Pace Blvd., Pensacola, FL 32505.** Any Proposal received in the Procurement 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. **If submitting electronically, Responders shall submit their responses on BidNetDirect.com.**

**Hard Copy Responses: One (1) manually signed original, and five (5) photocopies,** of the complete Proposal must be sealed and clearly labeled: **"RFP# 241904: SPECIALIZED THERAPY SERVICES"** on the outside of the package. The Pricing Form (Attachment A: Part I) 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 instructions in Paragraph 2 below for your Proposal submittal. It 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 “**SPECIALIZED THERAPY 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 A: PART I): Pricing should be submitted in a separately sealed envelope.
  - ii. Scope of Work (see Attachment A: PART II): The requested positions are in this section along with requirements for those individuals presented for the respected position.
  - iii. Escambia County Schools, Special Centers, and Private School list (see Attachment B).
  - iv. Reference Form (see Attachment C).
  - v. Drug Free Workplace Form (see Attachment D): If not applicable, return with the Proposal unsigned.
  - vi. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (see Attachment E).
  - vii. Escambia School District Public Records Addendum: This form must be initialed and returned with the Responder’s Proposal. (see Attachment F).
  - viii. Escambia School District Risk Management Addendum: This form must be initialed and returned with the Responder’s Proposal. (see Attachment G). Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
  - ix. Vendor Certification Regarding Scrutinized Companies Lists (see Attachment H).
  - x. Vendor Certification Regarding E-Verify: This form must be completed in its entirety, signed, and returned with the Responder’s Proposal (see Attachment I).
  - xi. School District of Escambia County Academic Calendar 2024-2025 (see Attachment J).

B. **PROPOSAL FORMAT** (For evaluation purposes, a maximum of 100 total points can be awarded. A minimum score of 70 points is required to be placed on the awarded vendor list.)

1. **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)(**Attachment A: Part I and Part II**).
- b. Describe the staffing structure. Include names, titles, office location, and contact information.

- c. Describe the 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)(**Attachment A: Part I and Part II**).
  - e. Provide documentation from the appropriate State of Florida agency confirming the 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. If located within the Escambia County, FL, a copy of their County Business Tax Receipt must be included. If Responder fails to provide a copy with their response, the Proposal may be rendered non-responsive. Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.
2. **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.
  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 A). 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 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 A. 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 J) 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, 2027.



## CONSUMER PRICE INDEX (CPI):

All pricing and rates proposed herein shall be firm through the second year of the Agreement.

For successive renewal years, adjustments to rates established in Attachment A will be negotiable and limited to the appropriate Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in January of each year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than **February 1<sup>st</sup>** of each following year. Rate adjustments will not be automatic. The most recent twelve (12) month period ending December 31<sup>st</sup> will be used to compute the percentage change in CPI-U. Current year pricing **will** be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Procurement Department will provide notification of allowable increases, if applicable, by **March 1<sup>st</sup>**.

For Example: 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 December 2023 to December 2024 is 3.0%. If A equals the then-currently hourly rate and B equals the new contact hourly rate, the following calculation would be used.

$$A + (.030 * A) = B$$

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. Procurement 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. The Agreement will provide a list of awarded vendors for the District to utilize. Since the services are to be performed on an "as-needed" basis, there is no dollar amount or guarantee of amount of services associated with the Agreement. 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(s) without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder(s) or, (3) Allow the top ranked Responders to make oral presentations.
4. The Procurement 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 Procurement Specialist 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 Procurement 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 Procurement 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.

- PUBLIC ENTITY CRIMES
- D. 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.
- E. 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).

### **XIII. 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 Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement and Business Services Office.
- E. Communications shall continue between the Protester and the Procurement 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: PART I**  
PRICING FORM

REFER TO ATTACHMENT A: PART II FOR JOB DESCRIPTIONS AND DUTIES

Category	In Person Hourly Rate	Telehealth Hourly Rate
Speech Language Pathologist (SLP)		
Speech Language Pathologist Assistant (SLPA)		
School Psychologist (SP)		
Occupational Therapist (OT)		
Certified Occupational Therapy Assistant (COTA)		
Physical Therapist (PT)		
Physical Therapy Assistant (PTA)		
Teacher of the Deaf/Hard-of-Hearing (TOD)		
Orientation and Mobility Specialist (O&M Specialist)		
Teacher of the Visually Impaired (TVI)		

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). If needed, please attach an additional sheet.

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

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**Scopes of Work/ Minimum Requirements/ Job Functions**

**JOB TITLE: Speech Language Pathologist Services (“SLP”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Master’s Degree in Speech Language Pathology from an accredited educational institution, and;
- Possess a current Florida Speech Language Pathologist License or Florida Teaching Certificate to practice Speech Language Pathology.
- A Certificate of Clinical Competence, preferred
- One (1) year of experience in an educational setting, preferred

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- 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.
- Attend and participate in Response to Intervention (RTI) meetings. Participate in all pre-referral and referral procedures as required by the District.
- 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- 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).
- 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.
- 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.
- 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 concerning services. Ensures that student growth/achievement is continuous and appropriate for age groups and student program classification.

- 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 maintain a positive collaborative relationship with students' families.
- Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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).
- Comply with District policies, procedures, and programs.
- Support school and District goals and priorities.



**JOB TITLE: Speech Language Pathologist-Assistant Services (“SLPA”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Bachelor’s Degree in Speech Language Pathology from an accredited educational institution, and;
- Possess and maintain a Florida Department of Health License for Speech Language Pathologist Assistance
- One (1) year of experience in an educational setting preferred

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- 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.
- 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- Plans and implements a program of periodic monitoring of the student's communicative functioning through the use of appropriate data collection systems with supervision.
- Provide therapeutic intervention for Speech and Language Communication Disorders. Provide direct speech therapy using materials specific to the communication disorder(s).
- 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.
- 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 concerning services. Ensures that student growth/achievement is continuous and appropriate for age groups and student program classification.
- Establish and maintain a positive collaborative relationship with students, families and staff.
- Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**JOB TITLE: School Psychologist Services**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Specialist's Degree from an accredited educational institution or equivalent, including one (1) year internship.
- Current Florida Certification as a Specialist in School Psychology or School Psychologist.
- Minimum of one (1) year of successful teaching or school psychology experience.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor's policies.
- 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.
- Participate in RTI planning strategies or Individual Education Plans (IEPs) to help meet the needs of identified students.
- 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.
- 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.
- 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 crisis intervention in accordance with District policy as necessary.
- 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.
- 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.
- 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.

- Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).

**JOB TITLE: Occupational Therapist Services (“OT”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Master’s Degree in Occupational Therapy from an accredited educational institution.
- Possess a Florida licensure to practice Occupational Therapy.
- One (1) year of experience in pediatrics is preferred.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- 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.
- 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- 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.
- 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.
- 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.

- 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.
- Communicate effectively, orally and in writing, with other professionals, students, parents, community and agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.



**JOB TITLE: Certified Occupational Therapy Assistant (“COTA”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- An Associate Degree in Applied Science from an accredited educational institution with an accredited Occupational Therapy Assistant curriculum, and;
- Possess and maintain a Florida Department of Health License for Certified Occupational Therapy Assistant
- One (1) year of experience in an educational setting.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- Implement the Plan of Care for eligible students which may include specific instructions to students, teachers, other professionals, parents, and other interdisciplinary team participants.
- Attend IEP meetings and other student-related conferences as needed. Participate in developing IEPs inclusive of goals and objectives in conjunction with OT 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 in 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- Assists OT to 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.
- Establish and maintain a positive, organized, and safe student environment. 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.

- 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.
- Establish and maintain effective and efficient record-keeping procedures. Maintain sufficient and accurate daily records and data collection to document students' attendance and progress. Assists OT to verify students' Medicaid eligibility and 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.
- Assist OT to communicate effectively, orally and in writing, with other professionals, students, parents, community, and agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**JOB TITLE: Physical Therapist Services (“PT”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Master’s Degree in Physical Therapy from an accredited educational institution.
- Possess a Florida licensure to practice Physical Therapy.
- One (1) year of experience in pediatrics preferred.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- 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.
- 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- 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.
- 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. Use standardized tools and clinical observations to screen, evaluate, and reassess students’ needs.

- 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.
- 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.
- Communicate effectively, orally and in writing, with other professionals, students, parents, community, and agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**JOB TITLE: Physical Therapy Assistant (“PTA”)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- An Associate Degree in Applied Science from an accredited educational institution with an accredited Physical Therapy Assistant curriculum and;
- Possess and maintain a Florida Department of Health License for Physical Therapy Assistant
- One (1) year of experience in an educational setting.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor’s policies.
- Implement the Plan of Care for eligible students which may include specific instructions to students, teachers, other professionals, parents, and other interdisciplinary team participants.
- Attend IEP meetings and other student-related conferences as needed. Participate in developing IEPs inclusive of goals and objectives in conjunction with PT 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 in 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.
- 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.
- Establish schedules for therapy sessions. Manage time, materials, and equipment effectively during therapy sessions.
- Assists PT in evaluating 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 direct physical therapy, which includes but not limited to strengthening exercises, 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.

- Establish and maintain a positive, organized, and safe student environment. 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.
- 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.
- Establish and maintain effective and efficient record-keeping procedures. Maintain sufficient and accurate daily records and data collection to document students' attendance and progress. Assists PT to verify students' Medicaid eligibility and 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.
- Assist PT to communicate effectively, orally and in writing, with other professionals, students, parents, community, and agencies. Correspond with sponsoring physicians as appropriate.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.



**JOB TITLE: Teacher of the Deaf/Hard-of-Hearing (TOD)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Bachelor's Degree from an accredited college or university and;
- Possess and maintain a Florida Department Education certification in the area of Deaf or Hard of Hearing (Grades K-12)
- One (1) year of experience in an educational setting.

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor's policies.
- 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. 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.
- Identify student-appropriate materials and equipment for services. 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.
- Establish schedules for services. Manage time, materials, and equipment effectively during sessions.
- Plan and implement a program of periodic monitoring of the student's academic performance through the use of appropriate data collection systems.
- 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.
- 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 concerning services. Ensures that student growth/achievement is continuous and appropriate for age groups and student program classification.
- Establish and maintain a positive collaborative relationship with students, families and staff.

- Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**JOB TITLE: Teacher of the Visually Impaired (TVI)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Bachelor's Degree from an accredited college or university and;
- Possess and maintain a Florida Department Education certification in the area of Visually Impaired (Grades K-12)
- Evidence of proficiency in use/instruction of Braille
- One (1) year of experience in an educational setting preferred
- Orientation and Mobility Endorsement preferred

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor's policies.
- 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. 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.
- Identify student-appropriate materials and equipment for services (i.e., Braille, abacus, adapted technology, etc.). Students with specialized needs may require the creation of appropriate materials. All materials 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.
- Establish schedules for services. Manage time, materials, and equipment effectively during sessions.
- Evaluate, assess, and screen students to determine eligibility, program planning, and progress monitoring of students with a medical diagnosis of visual impairment. This includes interpreting medical eye reports and other vision-related diagnostic information, applying appropriate methods and materials to evaluate function vision, conducting learning media assessments,

monitoring progress, and assessing strengths and needs in each area of the Expanded Core Curriculum.

- Plans and implements a program that includes compensatory skills for students with visual impairments (interpret the braille code and rules for UEB and Nemeth code, apply concepts regarding the use of the abacus, and identify skills and provide instruction within all areas of the Expanded Core Curriculum).
  - Plan and implement a program of periodic monitoring of the student's academic performance through the use of appropriate data collection systems.
  - 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.
  - Provide instruction in using Braille, adapted technology, computer access devices, and other specialized equipment as appropriate to the needs of the student with visual impairments.
  - Seek a variety of services through community resources and agencies to meet the needs of students with visual impairment.
- 
- 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 concerning services. Ensures student growth/achievement is continuous and appropriate for age groups and student program classification.
  - Establish and maintain a positive collaborative relationship with students, families, and staff and provide training for instructional ideas and materials appropriate to the student with visual impairment.
  - Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies.
  - 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.
  - 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).
  - Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**JOB TITLE:   Orientation and Mobility Specialist (O&M Specialist)**

**JOB SUMMARY**

**MINIMUM REQUIREMENTS**

- A Bachelor's Degree from and accredited college or university and;
- Possess and maintain a Florida Department Education certification in the area of Visually Impaired (Grades K-12)
- Orientation and Mobility Endorsement
- One (1) year of experience in an educational setting preferred

**ESSENTIAL JOB FUNCTIONS**

- Submit a weekly timesheet in accordance with the Contractor's policies.
- 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. 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.
- Identify student-appropriate materials and equipment for services (i.e., mobility cane, etc.). Students with specialized needs may require the creation of appropriate materials. All materials 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.
- Establish schedules for services. Manage time, materials, and equipment effectively during sessions.
- Evaluate, assess, and screen students to determine eligibility, program planning, and progress monitoring of students with a medical diagnosis of visual impairment. This includes interpreting

medical eye reports and other vision-related diagnostic information, applying appropriate methods and materials to evaluate function vision, conducting learning media assessments, monitoring progress, evaluating orientation and mobility needs, and assessing strengths and needs in each area of the Expanded Core Curriculum.

- Plan and implement a program to teach formal orientation and mobility skills to students with visual impairments for who they are appropriate, to include skills in movement with a sighted guide, protective techniques, indoor cane skills, outdoor cane skills, street crossing and use of public transportation systems.
- Plan and implement a program of periodic monitoring of the student's academic performance through the use of appropriate data collection systems.
- 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.
- Develop and provide instruction in orientation and mobility for students with visual impairments as appropriate to the needs of the student with visual impairments.
- Seek a variety of services through community resources and agencies to meet the needs of students with visual impairment.
- Provide students with visual impairments and their parents information about alternative systems (other than the cane) of independent travel such as guide dogs and electronic travel aids (ETAs).
- 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 concerning services. Ensures that student growth/achievement is continuous and appropriate for age groups and student program classification.
- Establish and maintain a positive collaborative relationship with students, families, and staff and provide training in the areas of orientation and mobility for teachers, families, and staff as appropriate to the student with visual impairment.
- Collaborate with school personnel in coordinating O&M services with other services within the school.
- Communicate effectively, both orally and in writing, with other professionals, students, parents, and community agencies.
- 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.
- 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).
- Comply with District policies, procedures, and programs. Support school and District goals and priorities.

**ATTACHMENT B:**  
***Escambia County Schools/Centers***

<b>School Name</b>	<b>Address</b>	<b>School Level</b>
		Elementary (E), Middle (M), High (H), Center (C), Private (P)
A.K. Suter Elementary	501 Pickens Avenue, Pensacola, FL 32503	E
Bailey Middle	4110 Bauer Road, Pensacola, FL 32506	M
Bellview Elementary	4425 Bellview Avenue, Pensacola, FL 3252	E
Bellview Middle	6201 Mobile Hwy, Pensacola, FL 32526	M
Beulah Elementary	6201 Helms Road, Pensacola, FL 32526	E
Beulah Middle	6001 West 9 Mile Road, Pensacola FL 32526	M
Blue Angels Elementary	1551 Dog Track Road, Pensacola, FL 32506	E
Bratt Elementary	5721 North Hwy 99, Century, FL 32535	E
Brentwood Elementary	4820 North Palafox Street, Pensacola, FL 32505	E
Brown Barge Middle	201 E. Hancock Lane, Pensacola, FL 32503	M
C. A. Weis Elementary	2701 North Q Street, Pensacola, FL 32505	E
Cordova Park Elementary	2250 Semur Road, Pensacola, FL 32503	E
Ensley Elementary	501 East Johnson Avenue, Pensacola, FL 32514	E
Ernest Ward Middle	7650 Highway 97, Walnut Hill, FL 32568	M
Escambia High	1310 North 65th Avenue, Pensacola, FL 32506	H
Ferry Pass Elementary	8310 North Davis Hwy, Pensacola, FL 32514	E
Ferry Pass Middle	8355 Yancey Avenue, Pensacola, FL 32514	M
George Stone Center	2400 Longleaf Drive, Pensacola, FL 32526	C
Global Learning Academy	100 North P Street, Pensacola, FL 32505	E
Hellen Caro Elementary	12551 Meadson Road, Pensacola, FL 32506	E
Holm Elementary	6101 Lanier Drive, Pensacola, FL 32504	E
Kingsfield Elementary	900 West Kingsfield Road, Cantonment, FL 32533	E
L. D. McArthur Elementary	330 East Ten Mile Road, Pensacola, FL 32534	E
Lincoln Park Primary	7600 Kershaw Street, Pensacola, FL 32534	E



Longleaf Elementary	2600 Longleaf Drive, Pensacola, FL 32526	E
Molino Park Elementary	899 Highway 97, Molino, FL 32577	E
Montclair Elementary	820 Massachusetts Avenue, Pensacola, FL 32505	E
Myrtle Grove Elementary	6115 Lillian Hwy, Pensacola, 32506	E
N. B. Cook Elementary	1310 North 12th Avenue, Pensacola, FL 32503	E
Navy Point Elementary	1321 Patton Drive, Pensacola, FL 32507	E
Northview High	4100 West Hwy 4, Bratt, FL 32535	H
O. J. Semmes Elementary	1250 Texar Drive, Pensacola, FL 32503	E
Oakcrest Elementary	1820 North Hollywood Ave, Pensacola, FL 32505	E
Pensacola High	500 West Maxwell Street, Pensacola, FL 32501	H
Pine Forest High	2500 Longleaf Drive, Pensacola, FL 32526	H
Pine Meadow Elementary	10001 Omar Avenue, Pensacola FL, 32534	E
Pleasant Grove Elementary	10789 Sorrento Road, Pensacola, FL 32507	E
R. C. Lipscomb Elementary	10200 Ashton Brosnaham Rd, Pensacola, FL 32534	E
Ransom Middle	1000 West Kingsfield Road, Cantonment, FL 32533	M
Scenic Heights Elementary	3801 Cherry Laurel Drive, Pensacola, FL 32504	E
Sherwood Elementary	501 Cherokee Trail, Pensacola, FL 32506	E
Tate High	1771 Tate Road, Cantonment, FL 32533	H
Warrington Elementary	220 North Navy Blvd, Pensacola, FL 32507	E
Washington High	6000 College Pkwy, Pensacola, FL 32504	H
West Florida High	150 E Burgess Rd, Pensacola, FL 32503	H
West Pensacola Elementary	801 North 49th Avenue, Pensacola, FL 32506	E
Workman Middle	6299 Lanier Drive, Pensacola, FL 32504	M
Escambia Westgate Center	10050 Ashton Brosnaham Rd, Pensacola, FL 32534	C
McMillan Pre-K Center	1403 W St. Joseph Avenue, Pensacola, FL 32501	C
Success Academy/Second Chance	7045 Wymart Rd, Pensacola, FL 32526	C

<b>Escambia Private Schools</b>		
Abundance of Life Temple of Praise	615 N W Street, Pensacola, FL 32525	P
Aletheia Christian Academy	1700 Woodchuck Avenue, Pensacola, FL 32504	P
BB C Christian Academy	1520 West Avery Street, Pensacola, FL 32501	P
Blessed Star Montessori Christian School	9151 N Davis Hwy, Pensacola, FL 32514	P
Carden Christian Academy	3290 Bauer Road, Cantonment, FL 32533	P
Century Academy	440 E Hecker Road, Century, FL 32535	P
Christian Institute of Arts and Sciences	2007 N 61st Ave, Pensacola, FL 32506	P
D T Preparatory Academy, Inc	8440 Ashland Avenue, Pensacola, FL 32534	P
Dixon Christian School of the Arts	2601 W Strong St, Pensacola, FL 32505	P
East Hill Academy, Inc.	635 West Garden Street, Pensacola, FL 32505	P
East Hill Christian School	1301 E. Gonzalez Street, Pensacola, FL 32501	P
Episcopal Day School Christ Church	223 N Palafox St, Pensacola, FL 32502	P
Escambia Christian School	3311 West Moreno St, Pensacola, FL 32505	P
Golden Rule Christian School	5550 Twin Creek Circle, Pace, FL 32571	P
Jubilee Christian Academy	5910 North W Street, Pensacola, FL 32505	P
Lighthouse Private Christian Academy	901 E Gadsden St, Pensacola, FL 32501	P
Little Flower Catholic	6495 Lillian Highway, Pensacola, FL 32506	P
Marcus Point Christian School	6205 North W Street, Pensacola, FL 32505	P
Montessori School of Pensacola	1010 N 12th Avenue, Pensacola, FL 32501	P
Pensacola Catholic High School	3043 West Scott Street, Pensacola, FL 32505	P
Pensacola Christian Academy	10 Brent Lane, Pensacola, FL 32503	P
Pensacola Junior Academy	8751 University Parkway, Pensacola, FL 32514	P
Pensacola Learning Academy	3186 Gateway Lane, Cantonment, FL 32533	P
Pensacola Private School of Liberal Arts	1010 N 12th Ave, Pensacola, FL 32501	P
Phoenix Learning Academy, Inc.	9608 North Palafox Street, Pensacola, FL 32534	P
Redeemer Lutheran	333 Commerce Street, Pensacola, FL 32507	P

S.L. Jones Christian Academy	100 Boeing Street, Pensacola, FL 32507	P
Sacred Heart Cathedral School	1603 N 12th Ave, Pensacola, FL 32503	P
Saint John The Evangelist	325 S Navy Boulevard, Pensacola, FL 32507	P
Saint Paul Catholic	3121 Hyde Park Road, Pensacola, FL 32503	P
The Annesley Institute	7417 Stagecoach Road, Pensacola, FL 32526	P
The Montessori School of Pensacola	4100 Montessori Drive, Pensacola, FL 32504	P
Trinitas Christian School	3301 E Johnson Ave, Pensacola, FL 32514	P
Hillcrest Academy Free School 2031 Fairchild St.	2031 Fairchild St, Pensacola, FL 32504	P
Iron Sharpens Iron Academy 1580B W. Cervantes St.	1580B W. Cervantes St, Pensacola, FL 32501	P
Personalize Learning Christian Academy	115 Beverly Pkwy, Pensacola, FL 32505	P

## 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.

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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

## ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. 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.myflorida.com/library-archives/records-management/general-records-schedules>)

2. 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 School Board. 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.

B. Upon request from the School Board's custodian of public records, provide the School Board 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 School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board 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 School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**IF 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 BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

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

Approved:



Ellen D. Odom, General Counsel  
Escambia County, School Board  
75 N. Pace Blvd., Pensacola, FL 32505  
05/17/21

Initials of Each Signatory:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment G

## ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

### A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

### B. REQUIRED INSURANCE:

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

Approved:  
Signer:

Initials of each  
Signer:



Kevin T. Windham, CFE, CSRM,  
Director-Risk Management  
Escambia School District  
75 North Pace Boulevard  
Pensacola, FL 32505

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# Attachment H

## State of Florida Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

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

Certified By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

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

# Attachment I

## State of Florida Vendor Certification Regarding E-Verify

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

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

# Attachment J

## School District of Escambia County, Florida Academic Calendar 2024-2025 (Board Approved: 2/15/22)



Aug 2024						
S	M	T	W	T	F	S
				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	

Sep 2024						
S	M	T	W	T	F	S
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					

Oct 2024						
S	M	T	W	T	F	S
		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		

Nov 2024						
S	M	T	W	T	F	S
					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

Dec 2024						
S	M	T	W	T	F	S
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				

Jan 2025						
S	M	T	W	T	F	S
			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	

Feb 2025						
S	M	T	W	T	F	S
						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	

Mar 2025						
S	M	T	W	T	F	S
						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					

Apr 2025						
S	M	T	W	T	F	S
		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 2025						
S	M	T	W	T	F	S
				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 2025						
S	M	T	W	T	F	S
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					

### Legend

	Student Days
	Teacher/Student Holiday or Break
	Teacher Work Day/No School for Students
	Early Release Day
	Early Release/Professional Development
	Professional Development Day/No School for students
	First/Last Day

### Nine Weeks

1 <sup>st</sup> 8/12 – 10/11	44 days
2 <sup>nd</sup> 10/15 – 12/20	43 days
3 <sup>rd</sup> 1/7 – 3/14	47 days
4 <sup>th</sup> 3/24 – 5/23	44 days
<b>Total Days:</b>	<b>178 days</b>

### Holidays/Breaks

Labor Day	September 2
Veterans Day	November 11
Fall Break	Nov 25-29
Thanksgiving	November 28
Christmas Break	Dec 23 – Jan 3
Christmas	December 25
New Year's Day	January 1
MLK Day	January 20
Spring Break	March 17-21
Memorial Day	May 26

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

## **Attachment K Submission Checklist**

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section V. on Pages 11 – 15.

### **ENVELOPE 1**

- \_\_\_\_\_ Complete Proposal (Refer to Section V. on Pages 11 - 15) – **One (1) Signed Original**
- \_\_\_\_\_ Request for Proposal (RFP) & Proposal Acknowledgement Form (Page 1)
- \_\_\_\_\_ **Company Background and Experience** (Refer to Section V. B.1 on Page 13)
  - \_\_\_\_\_ 1. Company Biography
  - \_\_\_\_\_ 2. Staffing Structure
  - \_\_\_\_\_ 3. Explain Approach and Methodology
  - \_\_\_\_\_ 4. Current Resumes Resumes/Degrees/Licenses/Certificates
  - \_\_\_\_\_ 5. Documentation from the appropriate State of Florida Agency Confirming Entity Type (Refer to Section V.B.1.e on Page 14)
  - \_\_\_\_\_ 5. Business Tax Receipt for Contractors located within Escambia County (Refer to Section V.B.1.f on Page 14).
- \_\_\_\_\_ **Attachment B** - List of Escambia County Schools and Special Centers
- \_\_\_\_\_ Information for Three (3) References on **Attachment C** (Refer to Section V. B.2. on Page 14)
- \_\_\_\_\_ **Attachment D** - Drug Free Workplace
- \_\_\_\_\_ **Attachment E** - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- \_\_\_\_\_ **Attachment F** - Escambia School District Public Records Addendum
- \_\_\_\_\_ **Attachment G** - Escambia School District Risk Management Addendum
- \_\_\_\_\_ **Proof of Required Insurance (Certificate of Insurance)**
- \_\_\_\_\_ **Attachment H** - Vendor Certification Regarding Scrutinized Companies Lists
- \_\_\_\_\_ **Attachment I** - Vendor Certification Regarding E-Verify
- \_\_\_\_\_ **Attachment J** - School District of Escambia County Academic Calendar 2024-2025 (Attachment J)
- \_\_\_\_\_ **Attachment K** - Submission Checklist

### **ENVELOPE 2**

- \_\_\_\_\_ **Attachment A** - Program Cost (Refer to Section V.B.4 on Page 15) Completed in its **ENTIRETY**