



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

October 15, 2021

PURCHASING CONTACT & TELEPHONE:

**Allison Watson (850) 469-6210
awatson@ecsdfi.us**

RFP TITLE:

Instructional Leadership and Coaching Training Services

RFP NUMBER:

220502

RFP OPENING DATE & TIME: **Monday, November 15, 2021 1:30 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, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 N. 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. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM AND AN ORIGINAL, MANUAL SIGNATURE 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., MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed, written proposals from qualified firms (Responder) to establish an agreement to provide professional development training services for instructional leadership and coaching to include “Learning Walks” with designated school and District level administrators of the Escambia County School District (“the District” or “ECSD”). “Learning Walks” are defined as non-evaluative classroom visits that include feedback to teachers about the curriculum, instruction, and learning practices. Refer to the Scope of Work/Services for program requirements. Services will be provided to fifty-one (51) principals, sixty-eight (68) assistant principals, and twenty-one (21) District Curriculum and Instruction administrators. The objective is to enhance the administrator’s ability to provide instructional leadership to school-based employees that will help to improve student achievement outcomes. All professional development, coaching models, and practices shall be highly effective research-centered practices based on academic standards recognized by the State of Florida. The District reserves the right to modify the number of administrators due to staffing allocations and employment status.

Due to the range of the Scope of Work/Services, the District reserves the right to award to multiple Responders. An agreement will then be entered into with the awarded Responder(s) to provide the requested services. **The top three (3) ranking Responders will be contacted by the Purchasing Agent on page one (1) to set an appointment for a phone conference call on Google Meet on Friday, December 10, 2021. Responders will have up to thirty (30) minutes to answer questions from the Evaluation Committee.**

The agreement will be effective on February 16, 2022 through June 30, 2023 upon mutual consent of both parties and School Board approval. Professional development sessions will commence from February 16, 2022 through June 30, 2023. Instructional leadership and coaching including “Learning Walks” will start in July 2022 and conclude in May 2023. This agreement may be terminated by either Party upon thirty (30) days prior written notice to the other Party. In the event of cancellation, reimbursement of nonrefundable travel expenses incurred shall be subject to District review and approval. Services performed prior to cancellation will be paid up to the date of cancellation. Refer to Section IV, Paragraph B – Agreement Term on pages 11-12.

The District will attempt to adhere to the following time schedule:

Friday, October 15, 2021, RFP Distribution
Monday, October 25, 2021, at 4:00 p.m. CST, Deadline for Questions
Monday, November 1, 2021, at 5:00 p.m. CST, Answers to any Questions Posted to District website, Final Addendum Issued (if applicable)
Monday, November 15, 2021, at 1:30 p.m. CST, Proposal Opening
Friday, December 3, 2021, Initial Evaluation Committee Meeting (To Select Top Three (3) Ranking Responders)
Friday, December 10, 2021, Final Evaluation Committee Meeting and Top Three (3) Ranking Responders’ Question and Answers Phone Conference Calls
Monday, December 13 to Friday, December 17, 2021, RFP Evaluation Period, if needed
Monday, December 20, 2021 to Sunday, January 2, 2022, District Closed-Holiday Break
Monday, January 3, 2022, Notice of Award(s) and RFP Tabulation Posting
Friday, January 21, 2022 or Before, Finalized Agreement(s) For Board Approval
Tuesday, February 15, 2022, School Board Approval of Award
Wednesday, February 16, 2022, Agreement Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of an award recommendation of the District’s website.

II. GENERAL TERMS AND CONDITIONS

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

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

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

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

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- N. **PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **REMEDIES:** Upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and

workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received include: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; and (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing by **4:00 p.m. CST October 25, 2021**. 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 will be posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> by **5:00 p.m. CST November 1, 2021**. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. RFP tabulations, recommendations or notices will not be automatically mailed. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes, or failure to post the bond or other security required by

law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules.

- X. **CONTACT:** All questions or requests for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact may 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 amended in writing by mutual consent of both parties and School Board approval, if needed.
- 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 TO AGREEMENT:** Changes to scope of work/services, pricing, terms and conditions must be in writing, subject to negotiation, and mutual consent of both parties and School Board approval, 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. **EMPLOYEE SCREENINGS:** Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Responder providing any services on campus while students are present. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor 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 Contractor 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. Contractor 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 Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. **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.
- C. **EQUAL OPPORTUNITY:** Contractor affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.
- D. **THE CONTRACTOR 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 Contractor 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.

- E. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor 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 Contractor will in no way be a cause for relief from responsibility.
- F. **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.
- G. **FEDERAL LAWS AND REGULATIONS:** This agreement contains federal funds. The Contractor shall comply with the provisions of 2 CFR Part 200; and all other applicable regulations. While not provided as separate certifications in this RFP, by signing this RFP, the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, [42 U.S.C., 200d et seq].
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].
4. Disclosure of Lobbying Activities pursuant to [31 U.S.C. 1352].
5. Energy Policy and Conservation Act [42 U.S.C. 6201].
6. Contract Work Hours and Safety Standards Act [29 C.F.R. Part 5].

7. Copeland "Anti-Kickback" Act [18 U.S.C. 874] as supplemented in Department of Labor regulations [29 C.F.R. Part 3].
8. Davis-Bacon Act [40 U.S.C. 276a to 276a-7] as supplemented by Department of Labor regulations [29 C.F.R. Part 5].
9. Rights to Inventions Made Under a Contract or Agreement [2 CFR 200.325 Appendix II (F)].
10. Procurement of Recovered Materials [2 CFR 200.322], EPA [40 CFR Part 247].
11. Breach of Contract [2 CFR Appendix II to Part 200 (b)].
12. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] [2 CFR 200.326 Appendix II (I)].

H. **EXAMINATION OF RECORDS:** The Contractor 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 Contractor 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.

I. **COVENANT AGAINST CONTINGENT FEES:** The Contractor 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.

J. MISCELLANEOUS:

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.

1. The Responder shall furnish the District such additional information as the District may reasonably require.
2. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
3. The District reserves the right to reject any and all proposals, and the right, in its sole discretion, to accept the proposal it considers most favorable to the District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
4. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
5. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

- K. 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 may result in the disqualification of the Responders.

Any current contractor meetings with District staff or administration shall be limited to current services, or problems and concerns, it being understood that at no time shall there be any conversation regarding the RFP.

- L. Prohibition Against Contracting with Scrutinized Companies:** In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Contractor is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (Attachment C) included herein. Should the terms of this Agreement allow for renewals, the Contractor shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.

- M. **E-VERIFY:** 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.
- N. **SEVERABILITY:** If any provision of this agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- O. **PUBLICITY:** If either Party wishes to issue a press release or engage in marketing activities in connection with this Agreement, such releases will be subject to prior review and written approval of the other Party, which shall not be unreasonably withheld or delayed.
- P. **FORCE MAJEURE:** Neither Party shall be liable for delay or failure to perform any of its obligations hereunder, except for the payment of any fees or expenses due hereunder, to the extent that such delay or failure arises from Acts of God or any cause beyond that Party's reasonable control.

IV. SCOPE OF WORK/SERVICES

- A. **DISTRICT OBJECTIVES:** The purpose of the RFP is to provide training services for instructional leadership and coaching including "Learning Walks" for our one-hundred forty (140) administrators in order to enhance the administrator's ability to provide instructional leadership to school-based employees that will help to improve student achievement outcomes.

TRAINING PROGRAM OVERVIEW: All professional development, coaching models, and practices shall be highly effective research-centered practices based on academic standards recognized by the State of Florida. **All proposed software programs must be compatible with the ECSD Digital Ecosystem.** Responder must complete and submit the ECSD Technology Survey (Exhibits A,B,D) with your proposal.

- B. **AGREEMENT TERM:** The term will begin on February 16, 2022 through June 30, 2023 upon mutual consent of both parties and School Board approval. Professional development sessions will commence from February 16, 2022 through June 30, 2023. Instructional leadership coaching including "Learning Walks" will start in July 2022 and conclude in May 2023. This agreement may be terminated by either Party upon thirty (30) days prior written notice to the other Party. In the event of cancellation, reimbursement of nonrefundable travel expenses incurred shall be subject to District review and approval. Services performed prior to cancellation will be paid up to the date of cancellation. If the District operates under modified work conditions that prevent in-person on-site services, the Responder will first

work with the District to provide virtual support for the services listed in this section. If the District determines that the virtual services are not achieving the desired results effectively, the Responder and the District will agree to suspend service for the current contract period.

C. **PROGRAM DEFINITIONS:** The following Program Definitions are listed for the purpose of clarity and understanding of the District's expectations for the services to be provided:

- Instructional Leadership¹.
Instructional leadership refers to the process of using one's knowledge, skills, and abilities to improve teaching and learning by supporting what and how students are taught as well as what they learn (Bottoms & O'Neill, 2001; Grigsby, Schumacher, Decman, & Simieou, 2010; King, 2002; Schellard, 2003).
- Professional Learning and Development¹.
Professional learning and development refers to the process of acquiring new knowledge and skills in order to improve the teaching and learning process in classrooms for teachers and students (Spillane, Healey, & Parise, 2009).
- Professional Learning Community¹. DuFour, DuFour, & Eaker (2006) define a professional learning community (PLC) as "educators committed to working collaboratively in ongoing processes of collective inquiry and action research to achieve better results for the students they serve" (p. 14). PLCs function with a belief system that proposes continuous, job-embedded learning for educators as being the resource to improving learning for students.
- Coaching²
Coaches work on improving the performance and wellbeing of an individual or group through setting goals, exploring values and beliefs, and creating plans of action. This is achieved not by advising or telling, but largely by questioning to facilitate awareness and self-directed learning. The coach does not require any knowledge, skills or experience of the coach's field of work. In fact, ignorance here can be an advantage, and may encourage the coach to ask more neutral and less leading questions.
- Mentoring²
Mentors are people who impart their own experience, learning and advice to those who have less experience in the particular field.
- Learning Walk³
A Learning Walk is a brief classroom visit utilizing a researched-based tool that provides principals and teachers opportunities to reflect on what students are learning, learning strategies, student interaction with the content, and student engagement. A Learning Walk is NOT an evaluation. A Learning Walk obtains a "snapshot" of the learning at the school.

Footnote Citations:

1. Definitions are direct quotes from Cheryl A. R. McCue's Doctoral Dissertation entitled: [Professional Development to Enhance Instructional Leadership Practice of Central Office Administrators pp. 9-10.](#)

2. Definitions are direct quotes from [Coaching Culture At Work](#)

3. [Taking the Right Steps: Using Learning Walks to Improve Instruction](#) from the Mississippi Department of Education Office of School Improvement Conference presented by Christie Hatten June 12, 2019 slide #8.

D. **PROPOSED TRAINING SERVICES AND EVALUATION CRITERIA:** The Responder shall submit a detailed, written, narrative proposal based on the below evaluation criteria topics explaining their proposed model, strategies, and practices. Your score will be based on the responses provided. All training sessions for monthly professional development services shall be from one (1) to three (3) consecutive hours per session.

1. **Creating A Culture For Learning:
Student Learning**

- How to develop a positive relationship and interactions between teacher and student?
- Increase academic proficiency rate of learning for all students
- Close academic achievement gap for all students
- Monitoring learning (reflecting after the lesson has been taught) and assessing learning (formative assessment during the lesson)

2. **Employee Learning:**

PLC: Professional Learning Communities (Administrator Lead and Participate)

- How do productive collaborative teams function, and what does that look like?
- How do school/district leaders lead/facilitate the PLC?
- Danielson Frameworks (Highly Effective Practices)

3. **Instructional Strategies:**

Research-Based High Yield (Robert Marzano) and effect size (John Hattie)

- In-person strategies and virtual teaching strategies
- Questioning and discussion techniques
- Higher order/critical thinking questions
- Best practices for inclusion (how do we use two (2) teachers and paraprofessionals to impact all learners in a classroom?)

4. **Feedback:**

Helping Teachers Improve Instructional Practices

- Curriculum rigor and alignment to Florida Next Generation Sunshine State Standards, Florida Standards, and BEST Standards
- Assessment data feedback
- Difficult conversations
- Promote reflective practices

5. **Instructional Leadership Coaching:**

Learning Walks

- Based on the State of Florida academic standards
- Instructional strategies
- Technology: Must be compatible with ECSD Digital Ecosystem as determined by ECSD Technology Survey.
- Multiple classrooms per coaching visit
 - Up to three (3) hours per school site visit which includes debrief sessions
- Calibration of feedback from school and district staff to teachers to ensure accuracy of feedback provided
- Guided to provide side-by-side coaching
- What to look for as instructional leaders
- What feedback is to be provided to teachers that are:
 - Unbiased
 - Non-judgmental
 - Objective based
- Brief District-approved survey of leaders' growth from coaching and professional development sessions

6. Methods Used To Deliver Services Requested:

In-person with options for virtual services via Google Meets as needed

- Professional Development conducted to model highly effective learning strategies that teachers would use with their students.
- Instructional leadership coaching of small groups of leaders (Curriculum and Instruction leaders, principals, and assistant principals)

Groupings:

- Whole/Large Group setting
- Small Groups setting
- One-on-One setting

E. LOCATIONS:

- Professional Development services may be performed on school campuses and virtually via Google Meet as needed. There are fifty-one (51) schools and center sites that will participate in this service request.
- Professional Development services may also take place on one (1) of three (3) District Office training sites and virtually via Google Meet meetings as needed.
- Instructional Leadership Coaching is to take place at school and center sites and virtually via Google Meet meetings as needed.

F. TIMELINE AND FREQUENCY OF SERVICES:

- The 2021-22 school year (February 16 to June 30) will focus on Professional Development to grow school-based and District Curriculum and Instruction Administrators' capacity to help improve the teacher's professional practice as it relates to teaching and learning.
- The 2022-23 school year (July 1 to June 30) will continue the ongoing Professional Development sessions and include coaching for providing feedback to teachers during instructional Learning Walks.
- Monthly professional development will begin February 2022 through June 30, 2023.
- Monthly instructional leadership coaching Learning Walks beginning July 2022 through June 2023.

G. INVOICING/PAYMENT:

The Responder shall receive compensation for services rendered monthly from February 16, 2022 through June 30, 2023. The invoiced total cost for all services shall not exceed the RFP awarded cost, all inclusive, following completion of all services to be performed. To receive payment, the Responder shall submit a detailed invoice to the attention of: Brian Alaback, Director of Professional Learning Department, Spencer Bibbs Building, 2005 North 6th Avenue, Pensacola, FL 32503 for services performed. (A detailed invoice will include at a minimum: date/time services were provided; name of service provider; number of attendees – if applicable, and a short description of services performed.) Copies of attendance records and District-approved session surveys must also be provided. Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this RFP will be submitted to the District no later than thirty (30) days after the expiration of this RFP or they may be deemed waived.

If the contract services are suspended due to modified work conditions as defined in the above Section IV, Paragraph B - Agreement Term, the District will submit payment to the Responder for the services that have been rendered and no payments for the suspended services will be issued. The Responder and the District agree to discuss and make arrangements for modifying the frequency of services and upon mutual agreement, adjust the number of services provided in the RFP and modify the payment to match the frequency of services rendered.

FINAL INVOICE:

All bills, invoices, statements or other claims for funds due under this agreement will be submitted to the District no later than thirty (30) days after the expiration of this agreement or they may be deemed waived.

H. REPORTS AND PERFORMANCE REVIEW:

The District and the Responder will agree, in writing, upon the formats for any desired survey and reports. The Responder will provide the reports at a frequency and format mutually agreed upon, in writing, by the Parties. The District and Responder agree to meet quarterly (either in-person or virtually) to conduct a general review of operations and services performed under this agreement.

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.

All proposals must be received no later than Monday, November 15, 2021, 1:30 p.m. CST. If a proposal is transmitted by US Mail or other delivery medium, the Responder will be responsible for its timely delivery to the **Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, Attn: RFP #220502 – Instructional Leadership and Coaching Training Services.** Any proposal received after the stated time and date, or at other location, will not be considered but will be retained by the District. **The Responder shall return their proposal as follows on pages 15-17:**

- **One (1) manually, signed original complete copy and six (6) photocopies of the complete original Proposal and Required Attachments must be sealed and clearly labeled: "REQUEST FOR PROPOSAL - RFP #220502: INSTRUCTIONAL LEADERSHIP AND COACHING TRAINING SERVICES" on the outside of the package.**
- **The itemized Program Cost Proposal on a Microsoft EXCEL spreadsheet must be submitted in a separate, sealed envelope clearly labeled: COST PROPOSAL, RFP #220502 - INSTRUCTIONAL LEADERSHIP AND COACHING TRAINING SERVICES.**
- **A flash drive with a complete copy of the original Proposal including Proposed Training Services Proposal, Required Attachments, and a Microsoft EXCEL file format with an itemized Program Cost Proposal of all of the costs of your proposal.**

The top three (3) highest ranking Responders will be notified and scheduled for a thirty (30) minutes phone conference call for a questions and answers session with the Evaluation Committee on Friday, December 10, 2021.

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. Please follow the "script" below for your proposal submittal as this will allow the District to better evaluate / compare your company's capabilities with our needs. Responses shall contain all information required to be included in the response as described herein. Thank you in advance for your cooperation.

In order to maintain comparability and facilitate the review process, it is requested that responses be organized in the manner specified below. Include all information in your response. Proposals received which do not contain ALL items listed in this Section V will be considered non-responsive.

Each Proposal Response Shall Include The Following:

A. To Be Provided As An Original Hard Copy (Paper) Document:

- **Signed Letter of Transmittal** providing the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers. The Letter will also include an express agreement to meet the performance specifications in this Request for Proposal and a positive commitment to meet indicated deadlines.
- **REQUIRED RFP DOCUMENT (Pages 1-44):** Page one (1) of RFP must be signed with a **manual, original** signature as specified. All required information must be completed. Any modifications or alterations to this form shall not be accepted and the proposal will be rejected.
- **ADDENDA ACKNOWLEDGEMENT (IF APPLICABLE):** Completed and signed by an authorized officer of the company and include any additional information, if requested.
- **PROPOSED TRAINING SERVICES PROPOSAL:** A detailed, written, narrative proposal for the items listed in Section IV, Paragraph D. Refer to pages 11-14.
- **EXPERIENCES AND REFERENCES:** A narrative letter, not to exceed two (2) pages listing experiences and references. The District may not be used as a reference. Responder shall submit resumes, not to exceed two (2) pages, for employees who will be providing the requested services. Refer to page 19.
- **PROGRAM COST PROPOSAL:** An **itemized breakdown** of all of the costs of your proposal. It must be submitted on a Microsoft EXCEL spreadsheet in a **separate**, sealed envelope marked RFP #220502 – Instructional Leadership and Coaching Training Services.
- **SAMPLE POST-TRAINING SESSION SURVEY FORM:** This form will be completed by District staff after each session.

REQUIRED ATTACHMENTS: The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return a hard copy with your flash drive. Failure to do so may result in the rejection of the Agreement and the proposed services.
- **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (Refer to Attachment A):** This form must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- **DRUG FREE WORKPLACE (if applicable, Refer to Attachment B).** This form, while not required, will be a determining factor in an award between two (2) proposals equal in price, quality, and service. If submitting, this form must be signed and returned with your proposal.
- **STATE OF FLORIDA VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS (Refer to Attachment C):** This form must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- **CERTIFICATE OF VERIFICATION REGARDING E-VERIFY (Refer to Attachment D):** This form must be signed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.
- **ESCAMBIA COUNTY SCHOOL DISTRICT PUBLIC RECORDS (Refer to Attachment E):** This form must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted.

- **ESCAMBIA COUNTY SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (Refer to Attachment F):** This form must be initialed and returned with your proposal. Failure to return this form may result in your proposal not being accepted. Responder shall furnish proof of the required certificate of insurance (COI) prior to the start of work.
- **ECSD TECHNOLOGY SURVEY (IF APPLICABLE (Refer To Exhibits A, B, D)** These forms will determine if the proposed software is compatible with the ECSD Digital Ecosystem. In order to expedite the evaluation of the form, the Responder may email it separately prior to submitting your proposal. **A copy of the completed form must be submitted with your proposal.** The Responder shall email the completed Technology Survey to Tom Ingram, Director of Information Technology, at: Tingram@ecsdfl.us and Allison Watson at: awatson@ecsdfl.us. Failure to return this form may result in your proposal not being accepted.

The Technology Survey is also available at:

<https://drive.google.com/file/d/13ZHWuldto42X3k3QTQn40CmVyD4aZ6LF/view?usp=sharing>

B. To Be Provided On Your Flash Drive:

- A complete copy of the original Proposal including Proposed Training Services Proposal and Required Attachments.
- The flash drive (“Jump Drive”) will also include a Microsoft EXCEL file format with an **itemized Program Cost Proposal** of all of the costs of your proposal. The Evaluation Committee will convert the Microsoft EXCEL spreadsheet into a Google Spreadsheet for the Evaluation committee to review.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. **Any questions or requests for clarification regarding this RFP shall be submitted to, Purchasing, in writing at the address as shown on the first page of this document or via e-mail at awatson@ecsdfl.us** The deadline for such questions or requests will be **Monday, October 25, 2021, 4:00 p.m., CST** on unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will **NOT** be addressed.

Additions, deletions or modifications to information contained in the RFP document as a result of questions received by interested Responders will be presented to all potential Responders by means of a written addendum, if necessary. **Any Addenda issued for this RFP will be posted on the Purchasing Department’s web pages. PRIOR TO SUBMITTING A RESPONSE,** it shall be the sole responsibility of each firm to contact the Purchasing Department’s Director, or visit the Purchasing Department’s web pages (<http://ecsd-fl.schoolloop.com/purchasing/bids> see the “Current Bid Activity” page) after **Monday, November 1, 2021, 5:00 pm Central Time** to determine if any Addenda was issued and, if so, to obtain such Addenda. The Responder shall acknowledge receipt of all Addenda by signing and enclosing said Addenda with their response.

Any proposal may be withdrawn prior to the date and time the proposals are due. Upon completion of the award process and within five (5) business days of the Escambia County School Board’s completion of the award process at its duly called meeting, the successful Contractor shall cause the delivery of the required insurance certificate (Refer to Section XII of this RFP).

VI. EVALUATION CRITERIA AND AWARD

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

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

The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the Agreement before recommendation of award. This interview is to be based upon the written proposal received. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal(s) without any further discussion or negotiation; (2) Negotiate, if needed, with the highest ranked Responder(s); or (3) Allow the top ranked Responders to answer questions via telephone from the Evaluation Committee. (4) Negotiate, if needed, and Award to Responder(s).

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.

The proposal(s) most advantageous to the District in its sole discretion will be selected. The District reserves the right to 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 Responder(s) cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute an Agreement with the next-ranked Responders.

The District will use the following criteria to evaluate each Responder's proposal. Items 1-7 below are listed in Section IV, Paragraph D. Refer to pages 11-14. Your score will be based on the narrative, written responses provided. The maximum number of all points assigned for each Responder's proposal will be hundred (100) points. Responders may receive points up to the maximum (max.) assigned for each topic. The scoring will be assigned as following:

- 1) Professional Development Topics: Creating a Culture for Learning - Academic Achievement: = **5 points max.**
- 2) Professional Development Topics: Creating a Culture for Learning - Employee Learning: = **5 points max.**
- 3) Professional Development Topics: Creating a Culture for Learning - Instructional Strategies: = **5 points max.**
- 4) Professional Development Topics: Creating a Culture for Learning – Feedback: = **5 points max.**
- 5) Instructional Leadership and Coaching: = **35 points max.**
- 6) Deliverables (Methods How Services Will Be Performed): = **3 points max.**

- 7) Evaluation/Feedback Survey Forms (Post Professional Development & Coaching Sessions): = **2 points max.** (Responder shall attach a sample form for evaluation purposes).
- 8) Experiences and References: = **5 points max.**
- A narrative letter, not to exceed two (2) pages, which profiles the background, experience and qualifications of the Responder. Include a brief description of experiences providing the requested services with educational institutions.
 - Provide a minimum of three (3) references that use your training services (preferably in Florida). Include names, titles, phone numbers and email addresses. Provide a brief outline of each contract with information regarding student population, program operations, staffing patterns, costs and any other information deemed relevant. Additionally, include agency contact names, titles and phone numbers. Responder should be currently active in providing the requested services in the past five (5) years.
 - Responder shall submit resumes, not to exceed two (2) pages, for employees who will be providing the requested services.

The District cannot be used as one (1) of the three (3) references. The District may also consider Responder's past or current performance as a District vendor, if applicable, when evaluating this section.

- 9) Company Profile: = **5 points max.**
A narrative summary not to exceed two (2) pages detailing the following:
- Overview about the company and ownership –
 - Primary focus of business dealings (please state what percent (%) of sales is from professional development training services) –
 - Years in business (include location of local business office) –
 - Number of total employees (list separately actual number, names and resumes of the employees who will service the District account under this agreement.)
 - Number and names of educational institutional clients in the past five (5) years.
- 10) Program Cost Proposal = **30 points max.** An **itemized** cost proposal shall include all expenses associated with the operation of the proposed program. Provide in detail your fee structure (cost per position administrative fees, expenses, etc.) The District reserves the right to negotiate or reject payment for excessive and/or unreasonable expenses.

The maximum total points will be awarded to the Responder with the most competitive price proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most competitive price proposal.

The lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the correct item. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The agreement will be awarded to the overall, most responsive and responsible Responder who can meet and perform the services requested in this RFP.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

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

The District reserves the right, before awarding the Agreement, to require Responders(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Responders or the District.

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

The District reserves the right to further negotiate any proposal, including price, with the highest rated Responders. If an agreement cannot be reached with the highest rated Responder(s), the District reserves the right to negotiate and recommend award to the next highest ranked Responder or subsequent Responder(s) until an agreement is reached. Due to the range of the Scope of Work/Services, the District reserves the right to award to multiple Responders.

The District reserves all rights, in its sole discretion, not to issue an award to any Responders, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above.

The 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.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award to the School Board. The School Board will then approve or reject the recommendation.

VII. TERMINATION, SUSPENSION, AND REMEDIES

- A. The District reserves the right to terminate any Agreement resulting from this RFP, at any time and for any reason upon giving a minimum of thirty (30) days prior written notice to the Contractor. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Agreement. The District will only be required to pay to the Contractor that amount of the Agreement actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payment of the Agreement fees forms the consideration for the Contractor not having this right to terminate for convenience.
- B. In the event any of the provisions of the Agreement are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten calendar (10) days), the District may terminate the

Agreement. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law. Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election. If Contractor is unable to reasonably cure a deficiency within ten calendar (10) days after receiving the District's notice notwithstanding Contractor's continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty calendar (30) days after receipt of the District's notice. Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Agreement.

- C. District representative(s) will determine the Contractor's compliance with the Services set forth in this RFP. The District representative will record deficiencies (whether unperformed or inadequately performed Services) and communicate the same to the Contractor via a procedure to be developed by the Contractor and the District. If the deficiency is failure to perform a recurring Service, then Contractor shall notify the District representative that the deficiency was corrected within seventy-two (72) business day hours after Contractor's receipt of the District's initial notice.

Deficiencies and the correction periods will be measured monthly for compliance and discussed at the scheduled Performance Reviews. In the event certain Services are identified that were not performed and were not cured according to the procedures and timing set forth above or otherwise excused at the District's discretion, then the District will withhold two-hundred-fifty (\$250.00) dollars for each incident from the District's monthly Fee payment. When the District remits payment of the monthly Fee that deducts a portion of the payment for unperformed Services as set forth herein, the District shall also remit a schedule outlining the offset for each particular Service that was not performed.

- D. Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of the Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under the Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Agreement. Except as otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- E. In the event funds to finance this Agreement become unavailable, the Board may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Board shall be the final authority as to the availability of funds.

VIII. DEFAULT

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

IX. LEGAL REQUIREMENTS

- A. It shall be the responsibility of the Responder to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Responder will in no way be a cause for relief from responsibility.
- B. Responders 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.
- C. Representations and Warranties:
1. The Responder 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 Responder 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 Responder 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).
 2. The Responder shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time. The Responder acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Agreement.
 3. 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.
 4. 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.
 5. Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.
- D. Miscellaneous: The Agreement to be awarded pursuant to this RFP shall be further governed by the following:
1. This RFP and any Agreement resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and ensure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Agreement shall lie exclusively in the jurisdictional courts in and for Escambia County, Florida.
 2. The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
 3. Responder will pay the District's reasonable attorneys' fees and costs for any matter arising under Section XVII of the RFP.

4. 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.
5. 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.
6. The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
7. The Article and Section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
8. The Responder is, and shall at all times be, an independent contractor under the Agreement and not an agent of the District. Nothing in the Agreement nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Agreement shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.
9. The Agreement is entered into solely between, and may be enforced only by, the District and the Responder, 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.
10. 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.
11. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including those provisions relating to the obligations of Responder in connection with the Transition Assistance, shall survive any termination or expiration of the Agreement and continue in full force and effect.
12. 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.
13. Time is of the essence in the Agreement. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

X. FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Responder 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 Responder be authorized to use the District's Tax Exemption Number in securing such materials.

XI. CONFLICT OF INTEREST

- A. The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Responder's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Responder will raise with the 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.

B. Non-Collusion Statement /Public Domain:

I, the Responder, attest that I have not divulged, discussed, or compared this proposal with any other Responders and have not colluded with any other Responders in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

XII. INSURANCE REQUIREMENTS

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

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

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

The Responder 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 Responder 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.

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

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

XIII. INDEMNIFICATION / HOLD HARMLESS

- A. The Responder 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 Responder or it's subcontractor, or other party directly or indirectly employed by the Responder 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 Responder in the performance of the work; or Liens, claims or actions made by the Responder of any subcontractor or other party performing the work.

- B. 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 Responder or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any cost or expense, including attorney's fees, incurred by the Board to enforce the Agreement shall be borne by the Responder.
- D. The School Board of Escambia County, Florida agrees to indemnify the Responder to the extent and only to the extent of the limits set forth in §768.28(5), Fla. Stat. 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 School Board does not waive

any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Florida Statute.

XIV. PERMITS AND LICENSES

The Contractor 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.

XV. PUBLIC ENTITY CRIMES

Pursuant to 287.133 Florida Statutes (2020), a Contractor, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP 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, 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 FL 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 Contractor list. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of 287.133 Florida Statutes.

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 Responder will execute and include in their proposal the appropriate federal debarment certification form (Attachment A).

XVI. ASSIGNMENT OF AGREEMENT AND/OR PAYMENT

The Contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Responder without prior written consent of the District in its sole discretion. The Responder agrees and represents that all of the Services required hereunder shall be performed by the Responder as identified in the Proposal. Should the Responder desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors hereunder, prior written approval by the District (in its sole discretion) shall be required.

The Responder herein shall not assign payments under the Agreement or agreement without the prior written consent of the District.

XVII. 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 rules 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. If the services that are the subject of this Request for Proposal are deemed essential to the operations of the District, the School Board in order to assure continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of

Purchasing and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential services/materials on an as needed basis.

- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- D. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Department. 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 ensure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of the same by the Purchasing and Business Services Department.
- E. Communications shall continue between the Protester and the Purchasing and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
 - 1. The parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the parties. All parties have the right to present oral argument and to cross-examine opposing witnesses. All parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 - 2. The ALJ shall render his findings of fact and ruling of law. Each party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.

3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges the Protest Bond will be returned to the Protester.

ATTACHMENT A

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

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

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

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

ATTACHMENT B
DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two 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.

Vendor's Signature _____

ATTACHMENT C

**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 D

**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 School Board of Escambia County (SBEC). ECSD or SBEC 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 SBEC 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 SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC 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 SBEC 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: _____

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (ATTACHMENT E)

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 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:

Initials of Each Signatory:



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

ATTACHMENT F

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

ECSD TECHNOLOGY SURVEY INSTRUCTIONS
RFP#220502 – INSTRUCTIONAL LEADERSHIP AND COACHING TRAINING SERVICES

Exhibit A (Information Technology Requirements), Exhibit B (Schedule of Data), and Exhibit D (Directive for Disposition of Data) will become part of the final agreement, once approved by the Director of Information Technology. Responses, added to this Word document tracking changes, should be sent to Tom Ingram, Director of Information Technology, tingram@ecsdfi.us. and Allison Watson, Sr. Purchasing Agent, awatson@ecsdfi.us

Software Website: **[Insert Software Website]**

Software Point of Contact

Name: **[Insert Name]**

Phone: **[Insert Phone]**

Email: **[Insert Email]**

If you have been speaking with an employee of the School District regarding this software, please provide the individual's name: **[Insert Email]**

EXHIBIT "A"
Information Technology Requirements

NOTE: The requirements may not be met without one of the approved responses to both items 1 and 2 and the adherence to item 3. If item 4 is not true, the vendor must supply a document with firewall and filter requirements to be included as an attachment. Items 5, 6, and 7 are optional.

	Check if Used by Your System
1. If students, teachers, and administrators are required to login to the Contractor's product(s) to fully use the product(s), the Contractor must support at least one of the following methods for login.	
a. Clever SSO (not saved passwords)	
b. Google (@ecsd.me for students; @ecsdfi.us for staff; note charter schools or contracted programs are each unique)	
c. SAML 2.0	
2. If students, teachers, and administrators are required to login to the Contractor's product(s) to fully use the product(s), the Contractor must support at least one of the following methods for the District to share data with the product(s).	
a. The District shares all data via Clever with the product(s).	
b. The District shares all data via the OneRoster API with the product(s).	
c. The District shares all data via the OneRoster CSV with the product(s).	
d. Login shares all data necessary for the product to be fully functional.	

<p>e. Students are able to join a teacher’s class by entering a teacher-supplied code in the product(s).</p>	
<p>f. Teachers share the product(s) to their classes through Google Classroom and all data necessary for the product(s) to be fully functional is shared through Google Classroom and Google login.</p>	
<p>3. The Contractor’s product(s) must not use Flash in any way.</p>	
<p>4. The Contractor’s product(s) should operate without the District making any firewall or filter configuration changes (note if this statement is not true the Contractor must submit an attachment with required firewall or filter requirements).</p>	
<p>5. The Contractor’s product(s) should be fully accessible on Chrome, Mac, and Windows operating systems through a web browser (including mobile browsers), and available 24/7 outside of regularly-scheduled maintenance and/or update windows (note if this statement is not true the Contractor must submit an attachment with required operating system requirements).</p>	
<p>6. The Contractor’s product(s) should be supported by popular web browsers (Chrome, Edge, Firefox, Safari) and HTML5 (note this is optional based on the District’s needs).</p>	
<p>7. If students, teachers, and administrators will be using the Contractor’s product(s)’s assessments or assessment items in Schoolnet, the Contractor must provide all assessments and assessment items in the Question and Test Interoperability (QTI) format support by Schoolnet (note this is optional based on the District’s needs).</p>	

EXHIBIT "B"
SCHEDULE OF DATA

NOTE: Data that is collected by the vendor’s product(s) through use of the product(s) should be noted on this Schedule of Data. The District does not generally share Assessment, Attendance, Conduct, Parent/Guardian Contact Information, Parent/Guardian ID, Parent/Guardian Name, Transcript, or Transportation data elements. The District primarily shares data through Clever, OneRoster API, and OneRoster CSV. Data shared through Clever will be limited to some Enrollment, Schedule, some Student Contact Information, some Student Identifiers, and Student Name.

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	

	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	

	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	

	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	

Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

School District of Escambia County, FL (Provider) to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**