



**District Term Contract
DTC 26-1030**

Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and FACTS Educational Solutions, LLC., 121 S. 13th Street, Suite 300, Lincoln, NE 68508. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." Unless otherwise defined here, all capitalized terms shall have the meaning assigned to them in the Contract.

The Contractor responded to the District's Request for Proposal, RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities. The District has accepted the Contractor's Bid for Section II and enters into this Contract in accordance with the terms and conditions of RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

Scope of Work

The services to be provided by the Contractor pursuant to this Contract are defined in RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities and all Addenda which are referenced and incorporated herein, as more particularly described in Section II, Scope of Work, and Attachment I, Revised Cost Proposal Form, of the RFP. This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs).

Contract Term

The initial Contract term is for three (3) years and shall begin on October 15, 2025, or on the last date on which it is signed by all Parties, whichever is later.

Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All Exhibits attached to this Contract are incorporated in their entirety and form part of this Contract. The Contract has the following Exhibits:

Exhibit A: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities and all Addenda; and

Exhibit B: Awarded Contract Pricing.

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;

- b) Exhibit A: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities and all Addenda; and
- c) Exhibit B: Awarded Contract Pricing.

Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract that alter the definition of the services shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, the most recent amendment will take precedence.

Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

Contract Management

The District's Contract Manager is:

Dr. April Knight, Director of Federal Programs

Leon County Schools

2757 West Pensacola Street

Tallahassee, FL 32304

Phone: 850-413-0441

Email: april.knight@leonschools.net

The District may appoint a different Contract Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Elizabeth Shelton, Accounts and Contracts Director

121 S. 13th Street, Suite 300, Lincoln, NE 68508

Phone: 402-325-7535

Email: eshelton@factsmgt.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s) above. It will be the designated contact person's responsibility to coordinate with necessary

District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager or designee if a new employee is designated as the contact person for this Contract.

VIII. Termination

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

A. Termination for Convenience

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties.

B. Termination for Cause

Performance issues will be handled per Section 2.7 of the RFP. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. The District shall be the final authority as to the availability of funds.

E. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special District of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager or designee, enter into a written subcontract(s) for the performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the 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 in Florida Statute; (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 the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or

received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Leon County Schools

ATTN: Julie Jernigan

2757 West Pensacola Street

Tallahassee, Florida 32304

Telephone: (850) 487-7177

Email: jerniganj@leonschools.net

B. Disputes

Any dispute concerning the performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Purchasing Director or designee. The District's Purchasing Director, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers, and the District's Contract Administrator.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum, this coverage shall include general liability coverage of no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

E. No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

F. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

G. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

H. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

I. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract or intends to

enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

J. Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

K. Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Bidder be expected to provide documentation of its social, political, or ideological interests or those of its employees.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: FACTS Educational
Solutions, LLC**

SCHOOL BOARD OF LEON COUNTY, FL

Authorized Signature

Laurie Lawson Cox, Board Chair

Printed Name

Date

Title

Rocky Hanna, Superintendent

Date

Date

EXHIBIT A



Request for Proposals (RFP)

Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net

Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

RFP 105-2026

RFP Released: 7/16/2025

Deadline for Questions*: 7/31/2025

Proposals Due*: 2:00 p.m. on 8/20/2025

Niki Sparks

Procurement Officer

**Timeline subject to change. Changes will be communicated through an addendum to this RFP (see Section 1.8)*

RFP Timeline

RFP Process Steps	Date and Time	Location (if applicable)
Release of RFP	7/16/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Written Questions Due	7/31/2025 @ 5:00 pm	Submit to: Niki Sparks, Procurement Officer Subject: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	8/8/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com 17
Sealed Proposals Due and Opened	8/20/2025 @ 2:00 pm	Submit to: Leon County Schools Purchasing Department Attn: Niki Sparks, Procurement Officer RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Proposal Opening</i>
Evaluation Team Meeting	8/22/2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	9/15/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com

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SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed proposals from interested, available, and qualified firms to provide equitable services for Title I students in private schools. The District does not guarantee to any Successful Proposer (hereinafter referred to as “Contractor”) a specific volume of work as a result of the award.

- a. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Proposer Qualifications

Proposers shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract. Proposers shall provide necessary warranties, as appropriate, for the items they propose to furnish.

- a. Proposer is duly licensed to conduct business in the state of Florida;
- b. Proposer has a minimum of five (5) years continuous experience providing educational services of the same nature as those sought by the District.
- c. Proposer has staff who are authorized under state and Federal laws to perform educational services, whether by appropriate license, registration, certification, or authorization.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Proposers to this RFP or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Proposal.

- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: Niki Sparks, Procurement Officer
Purchasing Department
Leon County Schools
397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Proposer shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this RFP. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Proposers should take the time to read and understand the RFP. In particular, they should:
 - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
- d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
- e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
- f. Proposers must use Attachment I (Cost Proposal Form) to submit pricing. Proposers shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this RFP.

- g. **Proposers should thoroughly review their Proposal before submission to ensure the Proposal is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.**
- h. The District is not liable for any costs incurred by a Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Proposers are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District may reject any and all Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposal shall demonstrate that the Proposer is duly licensed in the State of Florida and has a minimum of five (5) years providing educational services of the same nature as those sought by the District;
 - 2. The Proposer must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.), Section 218.39, Florida Statutes, (F.S.) as defined in Chapter 10.800, Rules of the Auditor General; and
 - 3. The Proposer shall complete and submit:
 - i. Attachment I, Cost Proposal Form
 - ii. Attachment II, Required Provisions Certifications
 - iii. Attachment III, Notice of Conflict of Interest
 - iv. Attachment IV, Proposer Contact Information
 - v. Attachment V, Proposer Reference Form
 - vi. Attachment VIII, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion AD-1048
 - vii. Attachment X, Vendor Affidavit Regarding the Use of Coercion for Labor and Services



1.5 Submitting Your Proposal

- a. Proposers shall submit their Proposals in a sealed envelope or package with the RFP number and the date and time of the Proposal opening clearly marked on the sealed envelope or packaging. Proposers may submit their Proposals by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Proposals submitted via email or fax.**

- b. Proposers must mail or otherwise deliver their Proposals to the following address:

Leon County Schools

Purchasing Department

RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Attn: Niki Sparks, Procurement Officer

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. **Late Proposals will not be accepted.**
- d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labeled packages. The Cost Proposal may be shipped along with the Technical Proposal as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Proposal, five (5) additional hardcopies, and five (5) electronic copies of the Technical Proposal in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Proposal will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
- f. Submit one (1) signed, original Cost Proposal (Attachment I), three (3) additional hard copies, and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password-protected). The original Cost Proposal will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
- g. The signed original Proposals shall be clearly marked as "Original," and the hardcopies shall be numbered one (1) through five (5).
- h. If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, the Proposer should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
- i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.



1.6 Proposal Opening

- a. Proposals are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Proposal that is improperly sealed, addressed, or not correctly identified with the RFP number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Proposers.



1.7 Disposition of Proposals

- a. The District reserves the right to withdraw this RFP at any time, and by doing so, it assumes no liability to any Proposer.
- b. The District reserves the right to reject any Proposals received in response to this RFP.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Proposal shall become the exclusive property of the District, may not be returned to or removed by the Proposer or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Proposal will not affect this right. Should the District reject all Proposals and re-solicit, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Proposal. The award or rejection of a Proposal shall not affect this right.



1.8 Changes to the RFP

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Proposers are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Proposal.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32303, or via email to purchasing@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher grade levels.

2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from experienced, interested, available and qualified firms for the provision of Title I Instructional Services for Private School Students. Participating schools will have a choice of equitable services they would like to implement using their Title I funds for eligible students. Participating schools also have the option of selecting from vendors for the provision of Instructional Services. The scope of work outlined in this RFP establishes the minimum requirements to be provided by the Awarded Contractor(s).

The District anticipates awarding multiple contracts for services as is in the District’s best interest.

2.3 Contract Term

The expected Contract terms and options to renew are:

Description	Time Period
The initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

The term of services is between July 1 to June 30 of the applicable grant project year.

2.4 Scope of Work

Private Schools can engage students eligible for Title I, Part A services in Extended Learning Opportunities. Extended Learning opportunities include tutoring, summer enrichment, , or learning opportunities that occur outside of normal school hours. Services can occur before, during, or after school. Private schools may work with the district to select a 3rd party contractor for tutoring services. A 3rd party contractor can be a company or an individual contracted via the Local Education Agency (LEA) to provide services.

Extended learning includes student tutoring or supplemental instruction that is provided after school, or via push-in or pull-out services not to interrupt or take the place of core instruction during the school day. Instruction can be provided one-on-one or one-on-many as determined in consultation with the school and LEA. This RFP serves the purpose of providing a Contractor list for schools to select from.

2.4.1 Contractor Responsibilities

- a. The Contractor shall provide services to eligible students in participating private schools to ensure the equitable provision of instructional services as described in the Service Delivery Plan developed by the District in consultation with the private school.
- b. The Contractor shall support the improvement of academic achievement of eligible students in the Title I, Part A Program. Students with the highest needs are required to be prioritized.
- c. The Contractor shall provide instruction in alignment to the Service Delivery Plan for the school. Ideally, each tutoring or instructional session should be a minimum of 30 minutes. Sessions should be designed to be provided for a sustained period of time so the student can benefit from the greatest impact of services. Once a student starts to receive services, termination of services would be due to the student meeting the academic target, parent removal from the service, the student's transition to another school, or school decision with LEA notification.
- d. The Contractor shall develop an instructional learning plan for each student. This learning plan would be preceded with a pre-test, formative assessments, and a post test. Tutoring under this Title is sustained and not "drop-in" or "one-time" services for students. The services would be for an amount of time as outlined in the Service Delivery Plan for achievement of academic targets.
- e. The Contractor shall provide supplemental instructional services in reading/language arts, math, science, and the social sciences.
- f. The Contractor shall ensure services are provided to the school in alignment to the agreed-on schedule without interruption. The Contractor will be responsible for providing substitutes in the event their employees are not available to provide services. The Contractor will be responsible for notifying the school and LEA in the event of an emergency that services are not able to be provided. Notification shall be timely, so the school has the flexibility to contact parents, arrange transportation, and/or arrange replacement support in the event the Contractor is not able to fulfill the service obligation.
- g. The School will implement Parent and Family Engagement activities and the Contractor will provide input for parent sessions to the school. Parents will be engaged in an overview parent meeting, so they understand the aspects of the program and additional parent and family engagement activities that are decided on in consultation. The allocation for parent and family engagement shall be no less than 1% of each school's equitable share.

- h. The Contractor agrees to maintain control of all students in the program and ensure a physically safe environment from the time students arrive, and are dismissed by the school official, or the parent/guardian. If the services are provided virtually, the school administrator will work in collaboration with the vendor to ensure control of students and online safety in accordance to school, state, and federal guidelines.
- i. The Contractor shall be paid for instructional time with students. Student attendance is mandatory for compensation.
- j. The Contractor will be provided with up to 5 hours per month for documented time connecting extended student services to instructional practices at the school.
- k. The Contractor will provide the certification, licensure, or qualifications of all employees in the form of a resume to the LEA.

2.4.2 Services Facilitated by the School

If services are provided by private school teachers/employees of the school, services are required to be provided outside of school hours when the employee is not being compensated by the school. Full-time employees are not permitted to provide push-in services during regular school operating hours.

2.4.3 Student Instruction

- a. The term of services is between July 1 to June 30 of the applicable grant project year.
- b. The Contractor shall provide services between 7 a.m. – 6 p.m. on the weekdays. Services can be provided on Saturdays if agreed on during the development of the Service Delivery Plan. LEA Pre-approval and Service Delivery Plan alignment is required for services to be provided outside of this timeframe.
- c. Tutoring services can be delivered virtually, blended, or face-to-face.
- d. Students are not permitted to be pulled out of core subject areas.
- e. Administrative supervision is required for services. Supervision is expected face-to-face or virtually.

2.4.4 Monitoring

- a. All students shall complete a pre-test and post-test.
- b. Test results shall be submitted to the Title I department within thirty (30) days of identification and post-test results will be provided at the end of the school year or within thirty (30) days of the student's completion of the program, whichever comes first. The assessment instrument is required to be reliable and valid for the grade levels in which it is being used.
- c. After the commencement of services, the Contractor shall monitor student progress and provide monthly updates to the private school and LEA reflecting the performance of each student.
- d. The District Title I Office shall monitor the implementation of services by visiting each eligible school site as needed to verify services have occurred and are on-going as stated in this contract for participating eligible students.

2.4.5 Student Records

The Contractor shall keep reports/documentation on file for a five-year period following the close of any fiscal year. All files are required to meet FERPA requirements. Such reports/documentation will become the property of the District Title I office upon conclusion of the contract.

2.4.6 Supporting Documentation

The Contractor or service provider shall submit itemized invoices to the District Title I office by the 15th of each month for the services provided during the preceding calendar month showing the following fees: Instructional, Administrative, Parental Engagement, and Staff Development. Staff development costs are not associated with services initiated by the school. Services should end by June 1st with the final invoice being submitted June 15th of the grant project year.

- a. Administrative Costs are allowable and documentation supporting the administration of the program is required. If a school is securing services through the LEA, an administrative cost will not be applied.
- b. The Contractor shall provide the District Title I office with supporting documentation with each invoice. The supporting documentation shall include:
 - i. Staff member attendance rosters with principal's signature
 - ii. Student attendance records
 - iii. Class roster of eligible students
 - iv. Individual student portfolio (one piece monthly)
 - v. Teacher/Tutor Schedule
 - vi. Teacher/Tutor instructional plans (daily, weekly, or monthly)
 - vii. Student folders
 - viii. Student progress reports
 - ix. Pre-test
 - x. Post-test
 - xi. Documentation of any parent conferences, meetings, or trainings
 - xii. Instructional Plans for each student
 - xiii. Documentation of teacher professional development and meetings with school staff as applicable
- c. Parent Family Engagement activities must be submitted no later than 15 days after the activity is held. Activities are required to be reasonable, allowable, and necessary. Documentation includes parent advertisements, parent sign-in sheets, sample instructional materials, and participant evaluation forms.

2.4.7 Program Evaluation

- a. The Contractor will be required to administer and document pre and post test scores documenting the effectiveness of the supplemental instruction. The instrument used for the pre, and post-test must be approved by the district prior to testing.
- b. Parent and Family Engagement events shall include a parent evaluation component. The LEA can provide a survey template for parents and families as needed.
- c. The Contractor or service provider will be required to provide a comprehensive End-of-Year Program Evaluation Report. This report will include a comprehensive program review with aggregated data for the school site, aggregated data for each grade level, and disaggregated data for each student.

The evaluation report will also include an overview of Parent and Family Engagement. This is due by June 30th and is a requirement with the final payment request.

2.4.8 Related Services

When the District requires related instructional services for private school students that are not a part of the Scope of Services herein, the District may, at its sole discretion, elect to negotiate with the contractor to procure those services from the contractor in accordance with this contract or may elect to procure elsewhere. If the District elects to procure the service(s) from the contractor, a separate purchase order(s) will be issued, if required.

Additionally, the District may elect to negotiate with awarded contractors to procure any tutoring services in accordance with this contract.

2.5 Cost of Services

2.5.1 Instructional Services

Instructional services cost is the hourly rate proposed. The hourly rate may be reduced to quarterly hour increments based on submission of actual timesheets.

2.5.2 Administrative Cost

Administrative Cost is the single percentage of monthly cost of instructional services. This percentage shall not exceed 10% of the monthly cost of instructional services. Administrative costs must be itemized and include supporting documentation. Administrative shall consist of the instructional services portion of the program. These may include, but are not limited to, coordinator's salary and fringe benefits, cost of replacement equipment, furniture, leases, utilities, clerical assistance, travel, administrative costs, etc.

2.6 Invoice and Payment

The Contractor shall submit monthly invoices by the 15th of the month for work performed the prior month. Invoices should contain sufficient detail for a pre and post-audit.

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

2.7 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Proposer(s) performance under the Contract and in determining compliance with Contract terms and conditions.

- a. On-site reviews of work performed;
- b. Documentation/review of timely response to work requests;
- c. Documentation/review of timely completion of work as assigned; and
- d. Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Successful Proposer within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Proposer(s) the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Successful Proposer shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for

compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Proposer. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Successful Proposer shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

Proposals are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB, or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

a. TAB A Overview

1. Cover Letter

A cover letter on the Proposer's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Proposer to provide the services requested. If the Proposer is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Proposer agrees to provide the services as described in their Proposal and the RFP;

2. Executive Summary

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. No pricing information is to be included in the executive summary;

3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

b. TAB B Experience and Organization

1. References

Proposers shall provide at least three (3), but not more than five (5), references from educational agencies for whom the Proposer has provided services of the same nature as those sought by the District. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, using Attachment V, Proposer's Reference Form. Current or former employees of the District or current or former members of the Board may not be used for more than one reference. The District reserves the right to contact reference sources listed or previous clients not listed in the Proposer's Proposal.

2. Narrative Record of Past Experience

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the awarded Contractor(s) shall have a minimum of three (3) years within the last five (5) years providing educational services of the same nature as those sought by the District. The details of the Proposer's experience meeting this requirement shall be provided in narrative form and with

enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include the following:

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services and where services were provided;
- c. Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.
- d. Disputes: Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the contract, (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.
- e. Subcontractor Information: If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. And shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3. Staff Assignments and Certifications

Identify the management and office support team that will be responsible for providing the required instructional services. Detailed resumes are required for the primary account manager and other key personnel who will be assigned to the District account. General information is required for management/administrative personnel at the regional and corporate levels (if applicable). Indicate the specific individual who would serve as the day-to-day contact and be responsible for the operation of the overall program. Describe any potential conflicts of interest your firm may have in the management of this account.

Provide an organizational chart and a plan for the replacement of management staff.

4. Firms Capabilities and Approach to Services

Provide a narrative which profiles the background, experience, business philosophy and qualifications of the responding firm. Discuss the approach to be used in providing all of the services as described in Section 2.0. to include:

- a. Outline of proposed program structure
- b. Proposed plan for the recruitment/replacement of staff
- c. Proposed plan for documenting activities
- d. Proposed quality control procedures
- e. Proposed role of the management team in communicating/coordinating effectively with District staff and others involved with the educational services program

c. TAB C Required Forms

Proposers shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Vendor Contact Information
5. Attachment V, Proposer's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying

***Please note if the Vendor is already registered with the District, it does not need to submit another application.**

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit Attachment I, Cost Proposal Form, indicating pricing for services as detailed. The Cost Proposal Form shall NOT be included in the Proposer's Technical Proposal. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Proposal; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Proposer's Proposal, actual pricing shall only be included in the Cost Proposal. The inclusion of price information in the Technical Proposal will result in finding the Proposal non-responsive.

The hourly rate shall be all-inclusive. There shall be no charge for mileage, lunchtime, instructional materials and supplies or administrative costs. **The District will only pay for documented direct time in contact with students.**

3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Team may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation Team Member's points (for sections evaluated by the Team).

- 3.3.1 Responsiveness Determination:** Each Proposal will be reviewed by the District's Purchasing Department to determine if the Proposal meets the mandatory responsiveness criteria as listed in Section 1.4(j) of the RFP. Proposals deemed non-responsive will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a member of the Evaluation Team.
- 3.3.2 Cost Evaluation:** The District's Purchasing Department will review and assign Cost Points based on the formula below:

Cost Component	Cost Points
Instructional Services Hourly Rate	20
Administrative Cost %	10
Total Cost Points Available	30

For Cost Points, the Vendor submitting the lowest Cost will receive the total points available. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times \text{Cost Points Available} = Z$$

Where:

N = Lowest Price received by any Proposal

X = Vendor's Proposed Price

Z = Total Cost Points Awarded

- 3.3.3 Evaluation Team:** This step evaluates the strengths of the companies that have responded to the RFP. The Team will score the Proposals using the evaluation criterion below.

Evaluation Criterion	Maximum Assigned Points
CRITERION 1: Business Experience - To what extent does the Vendor’s corporate structure, past performance, and qualifications demonstrate an ability to provide quality educational services? - Financial viability and stability - To what extent does the Vendor demonstrate stability in providing prior contractual services? - To what extent does the Vendor demonstrate the ability to comply with required licensing requirements, including past licensing issues?	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
CRITERION 2: Staffing and Qualifications - To what extent does the Vendor’s proposed staff reflect the experience required in this RFP? - Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP?	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
CRITERION 3: Approach to Services The approach that the Proposer will use in providing the services - How well the Proposer’s solution maximizes operational efficiencies and supports the District’s goals; - Does the Proposal demonstrate a thorough, effective, and beneficial plan for the services sought through this RFP; - How the Proposer’s proposed staffing plan serves the District’s needs in terms of quantity and quality of the team members; and - How well does the Proposal demonstrate their understanding of the District’s goals to be achieved via this RFP?	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
CRITERION 3: Quality of References - To what extent do the Vendor’s references demonstrate its ability to provide services under a Contract? - How well do the Vendor’s recent clients compare to the size or scope of the services the District is seeking?	Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0
Scored by LCS Purchasing Department	
CRITERION 5: Cost Points	Points to be assigned per Section 3.3.2
Local Preference (Board Policy 6450)	10
Small Business Certification (Board Policy 6325)	5

3.3.4 Score Computation: All scores will be calculated (sections scored by the Team will be averaged per criterion) and combined for a Grand Total Score. The table below provides scoring guidelines to be used by the District’s Evaluation Team members when allocating points:

Score	Score Description
Excellent	Exceeds expectations for effectiveness and responsiveness to the requirement. “Excellent” is defined as a proposal to a specific criterion that is extensive, detailed, and exceeds all requirements and objectives of the solicitation, with a high probability of meeting the requirements with little or no risk to the School District. “Excellent” also demonstrates a complete understanding of the requirements, with the approach significantly exceeding performance and/or capability standards, has several exceptional strengths, shows no weaknesses, and will require normal contractor effort and project monitoring.
Good	Above minimum performance, effective and responsive to the requirement. “Good” is defined as a proposal that generally exceeds requirements in minor areas; therefore, it has a good probability of meeting the requirements with little risk to the School District. “Good” also demonstrates a good understanding of the requirements, and the approach exceeds the performance or capability standards with one or more strengths that will benefit the School District. Weaknesses will have little potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Normal contract effort and project monitoring will be required to overcome any difficulties.
Fair	Minimally acceptable performance standards and responsive to the requirement. “Fair” is defined as a proposal that generally meets the requirements. “Fair” demonstrates an acceptable understanding of the requirements, and the approach meets the performance or capability standards with no obvious strengths that will benefit the School District. Weaknesses will have the potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Special contractor emphasis and close monitoring will probably minimize any difficulties of risk.
Poor	Responsive to the requirement but below acceptable standards. “Poor” is defined as a proposal that demonstrates a limited understanding of the requirements includes minor omissions, and the approach barely meets the performance or capability standards necessary for minimal contract performance. “Poor” demonstrates a misunderstanding of the requirements that may be corrected or resolved through discussions without a complete revision of the Proposal. Weaknesses can potentially cause some disruption of schedule, increase in cost, and/or degradation of performance even with special contractor emphasis and close project monitoring.
Unsatisfactory	Not responsive to requirements. “Unsatisfactory” is defined as a proposal not meeting the requirements without major revisions and proposes an unacceptable risk. “Unsatisfactory” demonstrates a misunderstanding of the requirements; the approach fails to meet performance or capability standards and contains major omissions and inadequate detail to assure the evaluator that the Proposer understands the requirement.

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the Responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this RFP. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Proposals, or to cancel/withdraw the RFP.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5 No Prior Involvement and Conflicts of Interest

Any Proposer who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Proposer shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Proposer. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If the Proposer considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Proposer on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer submits its Proposal to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer in

answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.7 Small Business Participation

This RFP, in the evaluation phase, is subject to the small business development provisions specified in Board Policy 6325. If the Proposer is considering using subcontractors, the District highly encourages the use of small business vendors.

3.8 Local Business Preference

This RFP, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450. If the Proposer is considering using subcontractors, the District highly encourages the use of local business vendors

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine with the Contractor a "not to exceed" price for each additional project using the contractually established hourly rates.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Proposers due to this RFP or Contract.

4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract. The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

Email: kimblerd@leonschools.net Insurance

4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- 4.7.1 Commercial General Liability:** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
- 4.7.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- 4.7.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- 4.7.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
- 4.7.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:
- i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.
 - ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
 - iii. The Bidder shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined

above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

4.7.5 Cyber Liability Insurance: Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

4.7.5.1 Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
 - a. Notification to potentially affected persons;
 - b. Credit monitoring services;
 - c. Identification protection services;
 - d. Establish and operate a call center;
 - e. Notification to any and all regulatory authorities; and
 - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

4.7.5.2 Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.

4.7.5.3 Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control

4.7.5.4 The Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Proposer. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractors without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Successful Proposer shall be considered an independent contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent

contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and authorized

representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Proposer should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20 Termination

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

a. Termination for Convenience

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties.

b. Termination for Cause

Performance issues will be handled per Section 2.10 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

c. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

d. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. The District shall be the final authority as to the availability of funds.

e. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (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 the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District’s custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Proposer for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Proposer to allow public access to all documents, papers, letters, or other material made or received by the Proposer in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1) or 119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Board's custodian of public records at:

Records Management Liaison Officer: Julie Jernigan

Telephone: (850) 487-7363 / **Email:** julie.jernigan@leonschools.net

Physical/Mailing Address: 520 South Appleyard Drive, Tallahassee, FL 32304

4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney’s fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract,

including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

4.24 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.25 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, contractors, and subcontractors must comply with Executive Order 11252, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and subgrants for construction or repair.
- c. Davis- the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, contractors, and subcontractors shall give access to the School Board of Leon County, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations

issued by the awarding agency. This applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business Contractor or non-profit organization.

- g. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it nor its principals, its agents, or its representatives are 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.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.27 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal Vendor, agent or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.28 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.29 Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

4.30 Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Proposer certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per

Sections 287.135(5) and 287.135(3), F.S., the Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.31 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

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SECTION 5: Definitions

In this RFP, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Proposer to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Proposer over other Proposers, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District.
Proposer	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal submitted by a Responsible Proposer, which conforms to all material aspects of this RFP.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Proposer(s) or Contractor	The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.
Prequalification of Contractors	The School Board will prequalify Contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1).

Attachment I
Cost Proposal Form

RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Description	Rate
1. Instructional Services/Tutoring in Person	\$ _____ per hr.
2. Instructional Services/Tutoring Virtually	\$ _____ per hr.
3. Administrative Cost	_____ %

Company Name

FEIN #

Authorized Representative (Print)

Authorized Representative (Title)

Authorized Representative (Signature)

Date

Attachment II

Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Proposer is:

- Duly licensed to conduct business in the State of Florida; and
- Has a minimum of five (5) years continuous experience providing educational services of the same nature as those sought by the District.
- Proposer has staff who are authorized under state and Federal laws to perform educational services, whether by appropriate license, registration, certification, or authorization.

2. Prime Vendor

This is to certify that the Successful Proposer will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Proposer's Proposal and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Proposer has disclosed in their Proposal all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Proposer nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Proposer whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or Contractor to submit or not to submit a Proposal with regards to this RFP. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Proposal.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Proposal have been disclosed before award, directly or indirectly, to any other Proposer or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Proposer or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Proposer certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Proposer certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Proposer agrees the District may immediately terminate the resulting Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Proposer and acknowledges and affirms the statements above.

Authorized Representative (Print)	Authorized Representative (Signature)
STATE OF FLORIDA	
COUNTY OF _____	
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online	
notarization this _____ day of _____ 20____, by _____	
<i>(name of authorized representative)</i>	
as _____	as _____
<i>(position title for authorized representative)</i>	<i>(position title)</i>
for _____	_____
<i>(Vendor Name)</i>	
(NOTARY SEAL)	_____ Notary Signature
	_____ Name of Notary (Typed, Printed or Stamped)
Personally Known _____	Or Produced Identification _____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Proposers shall complete either Section 1 or Section 2

Solicitation Number: RFP 105-2026

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board

Section 1

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

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Proposal Opening.

Name

Title

Date of Filing

<i>Authorized Representative (Signature)</i>		<i>Authorized Representative (Print)</i>

Date

Attachment IV
Proposer Contact Information

The Proposer shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Proposer’s representative shall be:	For contractual purposes, should the Proposer be awarded, the Proposer’s representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip Code:		
Telephone:(Office)		
Telephone:(Cell)		
Email:		

Company Name

Authorized Representative Signature

FEIN#

Date

Authorized Representative (Printed)

Attachment V
Proposer's Reference Form

In the spaces provided below, the Proposer shall list all names under which it has operated during the past five (5) years.

On the following pages, the Proposer shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Proposer has provided services of similar scope and size to the services identified in the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Proposer has had a name change since the time work was performed for a listed reference, the name under which the Proposer operated at that time must be provided in the space provided for the Proposer's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2025. References shall not be given by:

- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance.

Bidder's Reference Form

Reference #2

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Bidder's Reference Form

Reference #3

Bidder Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Attachment VI
Local Preference Affidavit

A Bidder must have a physical business address staffed by at least one (1) person in the geographical boundaries of Leon, Gadsden, Jefferson, Liberty, or Wakulla counties, Florida., employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening to qualify for the Local Purchasing Preference. On a day-to-day basis, the Bidder should substantially provide the goods/services provided under this Contract from the local business address. Post office boxes are not acceptable for obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local Business, as defined by Board Policy 6450.

Bidder Name: _____

Physical Address: _____

County: _____ **Phone of Local Location:** _____

Phone of Local Location: _____ **Length of Time at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

Authorized Representative (Print)

Authorized Representative (Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online

notarization this _____ day of _____ 20 _____, by _____ (name of

authorized representative) as _____ (position title for

authorized representative) as _____ (position title) for

(Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ Or Produced Identification _____ Type of Identification _____

Attachment VII
Subcontracting Form

The Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Proposer Name:

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Proposer per Board Policy 6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VIII

Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Section 287.087, F.S., hereby certifies that.

Company Name

1. Publishes 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. Informs 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, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, a plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on or requires satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Paragraphs 1 through 5.

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment IX
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- a.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b.** 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	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to whom 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being 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 System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are 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 X
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

- ☐ i. Contract
☐ ii. Grant
☐ b. Cooperative Agreements
☐ b. Loan
☐ c. Loan Agreement
☐ d. Loan Insurance

2. Status of Federal Action

- ☐ Bid/offer/application
☐ a. Initial award
☐ a. Post-award

3. Report Type

- ☐ 1. Initial filing
☐ a. Material changes

For a material change only:

Year: Quarter:

Date of last report:

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee ☐ Tier (if known)

Name:

Street:

City/State/ Zip

Congressional District (if known)

**5. If Reporting Entity in No. 4 is a Subawardee,
Enter Name, and Address of the Prime**

Name:

Street:

City/State/ Zip

Congressional District (if known)

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number (if known)

9. Award Amount (if known)

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name: Title:

Telephone No: Date:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Attachment XI
Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Leon County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative



Addendum #001

Request for Proposal (RFP) 105-2026

Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Date: August 8, 2025

Solicitation: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Bid Opening: August 20, 2025, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida 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 Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the RFP is highlighted in yellow, while deleted language has been stricken.

Change # 1: Revises Section 2.5.2 Administrative Cost

2.5.2 Administrative Cost

The hourly rate shall be all-inclusive. There shall be no charge for administrative costs.

~~Administrative Cost is the single percentage of monthly cost of instructional services. This percentage shall not exceed 10% of the monthly cost of instructional services. Administrative costs must be itemized and include supporting documentation. Administrative shall consist of the instructional services portion of the program. These may include, but are not limited to, coordinator's salary and fringe benefits, cost of replacement equipment, furniture, leases, utilities, clerical assistance, travel, administrative costs, etc.~~

Change # 2: Revises Attachment I, Cost Proposal Form

Attachment I, Cost Proposal Form, is replaced in its entirety with Revised Attachment I, Cost Proposal Form, attached hereto.

This Addendum provides the Board's written answers to the timely written questions received.

#	Question	Answer
1	We know that Leon County Schools serves approximately 31,000 students; as the focus of this RFP is on eligible private school students, could you please share how many students will potentially be served here?	Approximately 300 students will be served.

2	What is the grade band for this opportunity?	K-12
3	Can existing formative/summative assessment data be shared by the district to be used for pre/post-tests?	Yes, as outlined by District guidelines.
4	Our organization provides virtual tutoring services, with our virtual tutors being 1099s; rather than resumes, may we submit hiring criteria for these individuals?	Yes. It is the responsibility of the Respondent to ensure and document that all appropriate licenses, registrations, certifications or authorizations are in place.
5	Is the district (or individual schools) able to provide a.) scheduled intervention time blocks during the day, and b.) onsite supervision, provided we offer training and support services?	a.Yes. b.Yes.
6	Is it acceptable for submitting organizations to have a mailing address, not a physical permanent address? Our organization's staff works remotely and does not work out of a shared office setting.	Please see Section 1.2 Proposer Qualifications.
7	Our organization provides supplemental curriculum and services for math and reading only (we do not support science or social sciences); may we submit in response to this request?	The District is requesting Proposals from qualified Respondents which can meet all specifications of the RFP. Please see Section 2.4.1.e.
8	Could you please clarify what is meant by "Administrative Supervision" as mentioned under "Student Instruction?"	Administrative Supervision would include the private school administrator and the Title I Office.
9	Could you please confirm that our references must include wet ink signatures, and that digital signatures will not be accepted?	The District does not specify in the RFP; digital signatures are acceptable.
10	In section 2.5.2 Administrative Cost, the document mentions a recommendation of "not more than 10% of the monthly cost for instructional services" but in Section 3.2 Cost Proposal Submittals, the document mentions "The hourly rate shall be all inclusive. There shall be no charge for ... administrative costs." Can you perhaps clarify how the	Please see the revised Section 2.5.2, Administrative Cost, above.

	administrative cost should be calculated and presented on the Cost Proposal?	
11	Are there any maximum or minimums for applicable student count before the proposer shall be contracted to complete services. For example, if the school elects to only require services for one child for one hour weekly, are there any safeguards to prevent this?	No. Services are expected to be provided regardless of a minimum or maximum student count.
12	Is the hourly rate assessed for each child separately, or are hours billable only by time? For example, if the school has one child being seen at 2pm and a group of 3 students being seen at 3pm, would that be calculated as 2 hours or 4 hours of service?	Hours are billable by time only and submitted at the end of each month. For example, if the awarded Respondent serves one hour, regardless of the number of students served, only one hour may be billed.
13	Can professional development and instructional coaching be implemented under the Title I contract?	No.
14	How many students are expected to be served?	Please see the answer to Question #1.
15	What is the anticipated budget for these services?	The District cannot provide this information at this time as the allocation may vary.
16	Can you please clarify the contract start date? The dates referenced within the RFP state: July 1st through June 30th. Will the contract begin in 2026?	Services are expected to begin immediately upon Board approval and Contract execution and to continue through the 25/26 school year.
17	Does the board currently have a vendor with whom they are contracted?	Yes.
18	What subject areas fall under the services being requested?	Please see Section 2.4.1.e. of the RFP.
19	If a vendor is awarded, does this qualify them as approved to work with private schools? Will additional contracts arise from this initial contract with Leon County Schools?	No. Respondents must have Level II clearance and written approval prior to implementation of services. The District does not know at this time.
20	What is the anticipated number of students that will be served?	Please see the answer to Question #1.

21	Does this contract allow vendors to work with public schools within the district?	No.
22	Do all of the tutors/teachers have to be licensed in the state of Florida?	Tutoring staff should be authorized under state and federal laws to perform educational services, whether by appropriate license, registration, certification, or authorization. Please see Attachment II, Required Provisions Certifications.
23	Does the requirement for five years of experience providing educational services of a similar nature require that this experience be obtained exclusively within the state of Florida?	No.
24	Where can The Service Delivery Plan be located that references the RFP 105-2026.	The District cannot provide this at this time. The Title I grant has not received state approval.
25	If the tutor is prepared and available, but fails to attend a scheduled session, does the contractor bear the cost of the session?	No. The awarded Respondent will not be charged for tutor no-shows. However, only time spent tutoring students is billable.
26	Where can I find the list of approved pre- and post assessment instruments permitted for use under RFP 105-2026?	Pre and post assessments vary by school, and the District cannot provide this information at this time.
27	If a vendor has operated under contract with the county for the past year- but was not headquartered in Florida-can they be grandfathered in under the new six month in-state vendor requirement introduced in this RFP?	The District would need further clarification in order to adequately answer this question.

Revised Attachment I
Cost Proposal Form

**RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or
Extended Learning Opportunities**

Description	Rate
1. Instructional Services/Tutoring in Person	\$ _____ per hr.
2. Instructional Services/Tutoring Virtually	\$ _____ per hr.
3. Administrative Cost	_____ %

Company Name

FEIN #

Authorized Representative (Print)

Authorized Representative (Title)

Authorized Representative (Signature)

Date



Addendum #002

Request for Proposals (RFP) 105-2026

Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Date: September 8, 2025

Solicitation: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Proposal Opening: August 20, 2025, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida 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 Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the RFP is highlighted in yellow, while deleted language has been stricken.

Change # 1: Revises the Timeline

RFP Process Steps	Date and Time	Location (if applicable)
Release of RFP	7/16/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Written Questions Due	7/31/2025 @ 5:00 pm	Submit to: Niki Sparks, Procurement Officer Subject: RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	8/8/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com 17
Sealed Proposals Due and Opened	8/20/2025 @ 2:00 pm	Submit to: Leon County Schools Purchasing Department

		Attn: Niki Sparks, Procurement Officer RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Proposal Opening</i>
Evaluation Team Meeting	8/22/2025	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	10/7/2025 9/15/2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com

EXHIBIT B

Revised Attachment I Cost Proposal Form

RFP 105-2026 Title I Equitable Services for Private School Students Tutoring or Extended Learning Opportunities

Description	Rate
1. Instructional Services/Tutoring in Person	\$ 65 per hr.
2. Instructional Services/Tutoring Virtually	\$ 65 per hr.
3. Administrative Cost	 %

FACTS Education Solutions, LLC.

Company Name

47-1150867

FEIN #

Mark Schilmoeller

Authorized Representative (Print)

Managing Director

Authorized Representative (Title)

Mark J. Schilmoeller

Authorized Representative (Signature)

August 15, 2025

Date