Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<table>
<thead>
<tr>
<th>SEALED BID ● DO NOT OPEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEALED BID NO.: 24-961-005</td>
</tr>
<tr>
<td>BID TITLE: RFP: ESE Academic Support</td>
</tr>
<tr>
<td>DUE DATE/TIME: July 18, 2023 @ 3:00 PM E.T.</td>
</tr>
<tr>
<td>SUBMITTED BY: (Name of Company)</td>
</tr>
<tr>
<td>DELIVER TO: PURCHASING DEPARTMENT</td>
</tr>
<tr>
<td>School Board of Pinellas County</td>
</tr>
<tr>
<td>301 Fourth Street S.W.</td>
</tr>
<tr>
<td>Largo, FL 33770-3536</td>
</tr>
</tbody>
</table>

Please Note:

Pinellas County Schools has partnered with Public Purchase, a web-based eProcurement service. Public Purchase provides government agencies and their vendors with a comprehensive and easy to use web-based eProcurement system. For our vendors, this eProcurement system provides you with automatic notification and transmittal of bid solicitations to vendors. Please visit www.publicpurchase.com to login and obtain any and all bidding documents.

Once you have opened and viewed the bid document from this website you will automatically receive an e-mail notifying you when an addendum has been issued. Any such addendum will be posted on the same website listed above. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The district will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.
REQUEST FOR PROPOSALS

PURCHASING DEPARTMENT
School Board of Pinellas County, Florida
301 – Fourth Street S.W.
Largo, Florida 33770-3536

SUBMIT BID TO:

RFP TITLE: ESE Academic Support

F.O.B. DESTINATION
Not for Profit Private Schools in Pinellas County
Private School ESE/ Bernice Johnson Service Center

POINT:
2929 County Road 193
Clearwater, FL 33759

PROPOSAL DUE DATE AND TIME: July 18, 2023 @ 3:00 PM ET

BID NO.: 24-961-005

BUYER: Nancy Gaesser
(727) 588-6147

ISSUE DATE: June 28, 2023

BID OPENING ROOM: A308

SUBMITTALS:
Certain Submittals are required with this bid. See the SUBMITTALS CHECKLIST found later in the bid document for details. Submit Three (5) complete copies of your bid, 1 original marked as the original, 3 copies, 1 copy of the original on a flash drive. Each bid proposal should include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

PURCHASING CARDS:
Bidders that accept Visa/Mastercard payments can be enrolled in the District’s ePayments program for faster payment turnaround. Interested parties can contact the Districts purchasing card provider, JP Morgan, for enrollment in the program at sua.supplier.support@jpmchase.com, or by phone at 877-263-5184. Unless exception to this condition is checked below, the Bidders, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card.

☐ We are not able to accept credit card payments at this time.

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5):
- With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Proposers:
A. A signed proposal submitted to the School Board obligates the Proposer to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Proposer’s proposal.
B. Proposal received after the date & time specified will not be accepted.

Delivery days after receipt of order: ___________ Date Submitted: ______________

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: ___________________________ FEIN: ___________________________

Address: _______________________________ Telephone: ( ) - Ext. ________

City, State: __________________________ Zip: __________________________

FAX: ( ) - ________

NON COLLUSION: - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized Officer/Agent: __________________________ E-mail: __________________________

Typed Name of Above: __________________________ Title: __________________________

NO BID: I hereby submit a "no bid" for the reasons checked below:

☐ Insufficient time to respond ☐ Could not meet Insurance requirements
☐ Addenda were received too late to respond ☐ Could not meet bonding requirements
☐ Could not meet specifications ☐ We do not offer the product or service requested
☐ Specifications were unclear or restrictive ☐ Our schedule will not permit us to respond
☐ Terms & Conditions were unclear or restrictive ☐ We do not bid directly
☐ Keep our company on this bid list for future bids ☐ Remove our company name from this bid list for future bids

PCS Form 3-852-ARFP (Rev. 3/21/23)
SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS

The Pinellas County School Board (District) “General Terms and Conditions” School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:

By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

SCOPE

The Pinellas County School Board (District) requests proposals from experienced and qualified contractors to provide Exceptional Student Education (ESE) academic support contract services for students in the kindergarten to 12th grades with active ESE status in not-for-profit private schools in Pinellas County, FL.

AWARD

This contract will be awarded to the responsive and responsible bidder receiving the highest score after all proposals are evaluated. Contract will be awarded to a primary and secondary contractor. The highest ranked responsive and responsible bidder will be the primary contractor and all requirements for services will first be directed to them. The second highest ranked responsive and responsible bidder will be the secondary contractor. In the event the primary contractor cannot respond to a requirement within a reasonable time period, as determined at the sole discretion of the District, the District reserves the right to direct the work to the secondary contractor.

CONTRACT PERIOD

The Contract Period shall commence on August 22, 2023 and end August 21, 2024.

RENEWAL OPTION

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for one additional one (1) year period.

SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District’s intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

PRICE ESCALATION/DE-ESCALATION. The District will allow a price escalation/de-escalation provision within this award. The original bid prices shall remain firm for the first term of the agreement. A price escalation/de-escalation will be allowed at each renewal period, provided the Awardee notifies the District, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the final day of the current term. The price escalation percentage change shall not exceed the previous 1-year’s percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor’s Bureau of Labor Statistics. If bidding discounts from list price, discounts offered may not change. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation provision, market media indicators show that the Consumer Price Index for All Urban Consumers (CPI-U) has decreased, and that the Awardee has not passed the decrease on to the District, the District reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the District’s Bidders List for a period of time deemed suitable by the District. In the event of this occurrence, the District further reserves the right to utilize any and/or all options as stated herein.
SPECIAL CONDITIONS

ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Supplier’s control
2. The volatility affects the marketplace or industry, not just the particular Supplier’s source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents “extreme” volatility of the marketplace and/or whether the effect on pricing or availability is “substantial” shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately $500,000.00.

PROPOSAL CONTENT & SUBMITTAL

Five (5) complete copies of your proposal, 1 original marked as the original, 3 copies, 1 copy of the original on a flash drive, shall be submitted by respondents. Each proposal shall include all information and submittals requested in this RFP. Incomplete proposals may be declared non-responsive. Please refer to the Submittal Checklist on page 19-20 for a list of required or requested submittals.

ACCEPTANCE OF VENDOR RESPONSES

The purchasing department reserves the right to accept proposals from multiple vendors, and to accept or reject portions of a proposal based upon the information requested. Suppliers may be excluded from further consideration for failure to fully comply with the requirements of this RFP solely at the purchasing department’s discretion.

BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a vendor under contract with the school district will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to:
http://fieldprintflorida.com

The code for a full submission is FPPCSVendors. The code for a replacement badge is FPPCSBadge.
If Contractor/Vendor is awarded all or a portion of this bid, Contractor/Vendor hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.
SPECIAL CONDITIONS

EVALUATION PROCESS

All proposals will be evaluated using a weighted point system applied to a list of both objective and subjective criteria. The criteria and their associated point value are listed below. The maximum score a proposal may receive is 100 points.

METHOD OF EVALUATION

Pinellas County Schools (District) staff, considered subject matter experts, will comprise the District Evaluation Committee (Committee) and will independently review submitted Proposals. In all cases, the Committee will be the sole judge as to whether a Proposer’s Proposal has or has not satisfactorily met the requirements of this RFP.

The Committee will consider how well each Proposer has responded to the RFP requirements and how well the Proposals meet the needs of the District. It is important that Proposals are clear and complete so that the Committee can adequately understand all aspects of the Proposal. Proposers must follow all response instructions carefully, including the required proposal format described herein. The Proposals should be submitted according to the specified Proposal outline.

Evaluation/Selection Process: The evaluation process is designed to award Contract(s) to the Proposer with the best combination of attributes as demonstrated in the evaluation scores. The evaluation process and criteria are described in greater detail below.

EVALUATION OF PROPOSALS

1. Determine proposals eligible for Scoring: Prior to the Committee’s review and scoring of any Proposal, all Proposals will be reviewed on a pass/fail basis. Only Proposals meeting the following criteria will be evaluated and scored. Responsiveness to the RFP (i.e., Proposal’s conformance in all material respects to the requirements stated in the RFP including all required fully executed documents). Checklist documents are fully executed and submitted by submittal deadline for proposals.

2. Proposal Evaluation/Weighted Scoring: Proposal evaluation will be based on the following evaluation criteria:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINT VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost to the District</td>
<td>20 points</td>
</tr>
<tr>
<td>Firm’s Experience and Qualifications</td>
<td>35 points</td>
</tr>
<tr>
<td>Personnel</td>
<td>20 points</td>
</tr>
<tr>
<td>Responsiveness to the Scope of Services</td>
<td>25 points</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100 points</td>
</tr>
</tbody>
</table>

NOTE: Cost Proposal scoring will be conducted by the Purchasing Department using a matrix applying the following formula to the total cost of ownership (Net proposed Price) as outlined the Cost Proposal Form contained herein:

\[
\text{(Highest Cost Proposal} - \text{(Your Cost Proposal} - \text{Lowest Cost proposal}\text{))}/(\text{Highest Cost Proposal}/\text{Max Points for Cost})
\]

3. After the independent evaluation of proposals by each committee member is completed, the Committee will meet and review proposal scores as a group, chaired by the Buyer of record. The Committee’s scores will be combined and averaged as a total for each criterion, out to two decimal points. The final total score for all criteria will be rounded to a whole number, \(>5\) is rounded to the next whole number, \(<5\) is rounded down to the next whole number.
SPECIAL CONDITIONS

SHORTLISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those shortlisted Proposers would be invited to participate in interviews and/or presentations, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria established by the Committee and included in shortlist invitations.

INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the District’s Evaluation Committee, to clarify the proposal submitted and present the Proposer’s proposed solution. Additionally, the Proposer’s key personnel may be required to be in attendance during this process. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee. Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

The District reserves the following rights to:

- Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the appropriate law enforcement agency.
- Request that Proposer(s) modify its proposal to more fully meet the needs of the District or to furnish additional information as the District may reasonably require.
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- Process the selection of the successful Proposer without further discussion.
- Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The District shall be the sole judge of Proposers’ qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the District.
- Request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the District to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.
SPECIAL CONDITIONS

INSURANCE

Insurance is required of all vendors who are awarded a contract from this RFP. See the attached Insurance Specifications for Contractors will be included with this bid.

SOCIAL SECURITY CONTRIBUTIONS

The district is not liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.

FEDERAL PAYROLL TAXES

During the term of Agreement, should the Contractors be required to increase or decrease their FICA contributions as the direct result of any Federal Law, Regulation or Order, an adjustment shall be made to the contract reflecting this modification. Application for a rate adjustment must be made in writing to the Purchasing and Personnel Departments prior to billing at new rates. Based upon the effective date of a rate change, the Contractors shall invoice or credit the district within thirty (30) days of the bilateral amendment to the contract for the actual amount of the rate change.

IMMIGRATION REFORM AND CONTROL ACT

Contractors are responsible for verifying that each of its workers is eligible for work in conformance with the Immigration Reform and Control Act of 1986. Contractors shall provide the district with a copy of both the documents used for such verification and the Employment Eligibility Verification Form required by the Immigration and Naturalization Service. Workers who do not meet this requirement shall not be placed in any district job position.

NON-EXCLUSIVE AGREEMENT

This RFP does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

KEY EVENTS & DATES:

- June 28, 2023
  Bid notice e-mailed to prospective bidders & bidding documents posted at www.publicpurchase.com

- July 11, 2023
  Last Day to request additional information or clarification

- July 18, 2023
  Hard Copy Proposals due in Purchasing @ 3 p.m. E.T. Public bid opening to follow immediately thereafter in Room A308, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.

  NOTE: The Largo Administration Building is a secured building and visitor procedures have changed. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. This
SPECIAL CONDITIONS

process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.

- July 20, 2023  Distribution of proposals to committee members for review, evaluating, scoring
- July 20 – 31, 2023  Evaluate bids and make selection of contractor(s)
- August 1, 2023  Selection Committee Meeting @ 1:00 p.m. E.T. in Room A308, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.
- August 2, 2023  Recommendation for Award Submitted to Purchasing by ESE Department
- *On or About August 15, 2023  Notice of Intent to Award posted in the purchasing department and on the department’s Web site @ http://pcsb.org/Page/746.
- *August 22, 2023  Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

*If the time allotted to evaluate proposals and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent to Award and the Board approval date could both slip two weeks or more. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

CONTACT OF DISTRICT PERSONNEL

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

ADDITIONAL QUESTIONS/CLARIFICATIONS

Additional questions or clarifications regarding this Request for Proposal shall be directed in writing to the buyer listed on page 1 of this document by the end of the day listed on the Key Events & Dates table as the “Last Day to request additional information or clarification”. Direct questions and clarifications to:

Nancy Gaesser, gaessern@pcsb.org

BUSINESS HOURS & DAYS OF OPERATION

Regular School Year
Days of operation are **Monday thru Friday** (excluding holidays) 8 a.m. to 4:30 p.m.
Warehouse receiving 6:30 a.m. to 2 p.m.

Summer
From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:
SPECIAL CONDITIONS

- Administrative Facilities and Schools: 7:30 a.m. to 5:30 p.m.
- Walter Pownall Service Center: 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

HOLIDAY BREAK

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

Thanksgiving, 2023: November 20 thru November 24, 2023
Winter Break, 2023: December 22 thru January 5, 2024
Spring Break, 2024:
  - Schools: March 11 thru March 15, 2024
  - Administrative Offices: March 12 thru March 15, 2023

REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

BID OPENING PROCEDURES

Please be aware that any meeting at which (1) there is negotiation with a vendor, (2) a vendor makes an oral presentation, or (3) a vendor answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

The School Board’s practice of reviewing and disclosing pricing and other contents of bid proposals have changed in accordance with recent changes in the law. At bid openings, district personnel will only reveal the names of the bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each bidder and price submitted shall be read at a public bid opening per F.s. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.

PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

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

b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
SPECIAL CONDITIONS

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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, 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 public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
g. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.

INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the Bid Proposal Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a bidder wishes to propose must be clearly stated in the bidder’s proposal response and presented in the form of an addendum to the original bid documents.

EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

Bidders taking any exceptions to the General Terms and Conditions, pages 2-8 of this document, will be reviewed by staff prior to evaluation of bids. Exceptions to the General Terms and Conditions may be cause for rejection of your bid.

BID FORMS

For your convenience, some of the forms which must be completed and submitted along with your bid proposal will be posted along with the bid document on the district website in a protected Word file format which will enable you to type your responses on the forms. The file will be named ESEAcademicSupport24-961-005bidforms. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist near the end of this document for a complete list of requested and required submittals.
SPECIAL CONDITIONS

MULTIAGENCY PARTICIPATION

Pinellas County Schools reserves the right, within statutory limits, to extend the terms and conditions of this solicitation to any and all other agencies within the state of Florida as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded Contractor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Contractor.

AWARD TERMINATION

When deemed to be in the best interest of the District, the District may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause per item 52 of the District’s General Terms and Conditions; or
- 90-day written notice without cause.
Contractual Requirements

BACKGROUND

Pinellas County School Board (PCSB) services approximately 55 not for profit private schools located within Pinellas County. Exceptional Student Education (ESE) Academic Support may be provided for students in the kindergarten to 12th grades with active ESE status in not for profit private schools in Pinellas County. Services can start as early as 08/22/2023 and will end no later than 06/01/2024. PCSB is requesting up to 7 Varying Exceptionality Teachers for the 2023-2024 school year.

STATEMENT OF WORK

Varying Exceptionality Teachers will provide specifically designed curriculum to the private school ESE students in the areas of reading, writing and math. Each teacher will be expected to provide up to 60 minutes per week of direct service to 25-30 students at different private schools throughout the day. Pinellas County will provide a variety of curriculum for selection. However, PCSB will not preselect curriculum. The VE teacher will need to determine the curriculum for each student/group.

VE Teacher must have ESE K-22 with current Teacher Certification in Special Education and Level II Screening. Teacher must also have completed Child Abuse and Blood Borne Pathogens training. Agencies responding must submit proof of the certification, along with the resume of the VE teacher and portfolio of the agency, including the range of services available.

Academic support will only be provided when both PCS and the private schools are open. Contracted service staff can work on days that are designated as non-student days in PCS. Private school administrators must be on-site when services are provided. Teacher will need to obtain and adhere to each school’s calendar. Lunch is 30 minutes, unpaid.

VE teacher will maintain a folder consistent with that of public-school students, including current service plans, plans of treatment, treatment notes, evaluation reports, and progress reports. If a Service Plan is updated, the new SP will be printed and placed in the case manager’s folder, the red staffing folder, updated in FOCUS and sent to Central Files.

An attendance log will be created by the VE teacher for each student prior to starting services with the student. The log will be initialed by the teacher each time the student is seen and will be submitted at the end of the month to the private school office. Missed sessions cannot be rescheduled.

If the teacher is given 24-hour cancellation notice, no payment will be provided for that date’s appointment. Payment will be provided if notification is less than 24-hours and is documented on the student’s attendance log. The log must be initialed, and circumstances noted for reimbursement.

No reimbursement will be provided for mileage.

The agency will provide a laptop, iPad, printer and MiFi (WiFi).
DELIVERABLES/RESPONSIBILITIES

- Develop and maintain the Service Plan. Service Plan training to be offered at the expense of the agency at the beginning of the school year.
- Act as Case Manager providing plans or treatment, treatment notes, evaluation reports, progress reports and maintaining the Case Manager’s folder.
- Manage the re-evaluate due date.
- Report progress on your private school students through PEER.
- Disbursing records to appropriate offices.
- Create and maintain an attendance log to be submitted monthly to the PCSB Private School Office.

Non-compliance with documentation requirements will impact future contract offers.

Proposals will be considered only from agencies which are regularly engaged in the business of providing the services as described herein, have a record of performance for a reasonable period of time and have sufficient organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term “organization” as used herein shall be construed to mean a well-established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of the Pinellas County School Board.
Proposal Evaluation Criteria

The following criteria will be used to evaluate all proposals. The associated score value assigned to each criterion is listed page 4.

**Submittal A: Responsiveness to the Scope of Service**
The proposing firm’s ability to illustrate its understanding of the tasks, its proposed approach to completing the tasks, and its ability to organize the components of the *Statement of Work* (page 11) to perform the work. Proposers will provide a detailed time schedule to include the ability to staff and provide *Deliverables* (page 12) at the start of the contract.

**Submittal B: Firm’s Experience and Qualifications**
A description of the firm’s qualifications and capabilities including the range of services the agency can provide, a portfolio of the agency.

**Submittal C: Personnel**
Qualifications of the firm’s staff who would be performing the work, including information for each individual regarding related work experience, education, and demonstrated competence and experience performing the contracted work. Utilize the enclosed Resume Submittal Forms for this purpose. Describe any past experiences providing similar services to Pinellas County Schools, including dates and extent of services provided.

**Submittal D: References**
The respondent must submit a minimum of three (3) references who can attest to the respondent’s ability to produce and submit, in a timely fashion, all specified tasks and deliverables. These individuals should be persons with professional knowledge of the respondent and who have worked directly with the respondent on a project of similar scope. Utilize the enclosed Customer Reference Forms for this purpose.

**Submittal E: Cost to the District**
Respondent must provide a fixed cost proposal for the services and deliverables requested. The fixed cost proposal should include allowances for reasonable travel expenses, but if additional reimbursement for such expenses is proposed (discouraged) a *detailed expense report* for such expenses will be required and must be agreed to by the District, in advance, to assure reimbursement.

Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the respondent’s proposal relative to the other criteria listed here.
Hourly rate for services as described in the Statement of Work.

$ /hour

Provide any additional expenses not covered under the hourly rate.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**FINGERPRINTING/BACKGROUND CHECKS:** Please verify that this cost is included in the hourly rate listed above.  

☐ YES
(duplicate as needed or provide information in the format requested)

Please provide all requested information for each reference.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Type:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**Date Last Supplied Products or Services:**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Type:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**Date Last Supplied Products or Services:**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Type:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>
VENDOR CONTACT INFORMATION FORM
(duplicate as needed)

Provide the following information for all staff assigned to this project.

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Telephone:</th>
<th>Fax:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Telephone:</td>
<td>Fax:</td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Telephone:</td>
<td>Fax:</td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Telephone:</td>
<td>Fax:</td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Telephone:</td>
<td>Fax:</td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Resume Submittal Form
(duplicate as needed or provide information in the format requested)

**Name of Individual:**

**Educational Background:**
- **Check Highest Degree Attained:**
  - [ ] Post Secondary/Vocational
  - [ ] Associates
  - [ ] Bachelors
  - [ ] Masters
  - [ ] Ph.D.
  - [ ] Ed.D.
  - [ ] Other (describe)

**Special Certifications**
- Describe any special training or certifications attained:

<table>
<thead>
<tr>
<th>Name of Employer:</th>
<th>Dates of Employment:</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C ) -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Employer:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dates of Employment:</th>
<th>From:</th>
<th>To:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Basic Description of Duties:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C ) -</td>
</tr>
</tbody>
</table>
Resume Submittal Form
(duplicate as needed or provide information in the format requested)

Name of Employer: 

Dates of Employment: From: ____ To: ____

Basic Description of Duties: ____________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Contact Person: 

Telephone: A/C ) - 

Name of Employer: 

Dates of Employment: From: ____ To: ____

Basic Description of Duties: ____________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Contact Person: 

Telephone: A/C ) - 

Name of Employer: 

Dates of Employment: From: ____ To: ____

Basic Description of Duties: ____________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Contact Person: 

Telephone: A/C ) -
Name of Bidder: ____________________________________________________

Signature of Buyer: ________________________________________________

Signature of Evaluator: _____________________________________________

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive. Submit **five complete copies** (1 original & 3 copies, 1 copy of the original on a flash drive) of your bid proposal.

<table>
<thead>
<tr>
<th>Verified by Bidder</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Required Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Invitation to Bid Form 852-A</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal A</strong>: Responsiveness to the Scope of Service</td>
<td>11-12</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal B</strong>: Firm’s Experience and Qualifications</td>
<td>13</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal C</strong>: Personnel (Use Resume Submittal Form(s) provided)</td>
<td>17, 18</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal D</strong>: References (Use Customer References Form(s). Minimum of (3) references)</td>
<td>15</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal E</strong>: Time Schedule</td>
<td>13</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td><strong>Submittal F</strong>: Cost to the District (Use Cost Proposal Form)</td>
<td>14</td>
</tr>
</tbody>
</table>
Items listed as Requested should be submitted at the time you submit your bid to facilitate the bid evaluation process, but will not be cause for declaring your bid non-responsive.

<table>
<thead>
<tr>
<th>Verified by Bidder</th>
<th>Verified by Buyer</th>
<th>Verified by Evaluator</th>
<th>Description of Requested Submittal</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed Vendor Contact Information Form</td>
<td>16</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Drug Free Workplace Certification Form (optional)</td>
<td>21</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Completed and signed Certification Regarding Debarment Form AD-1048</td>
<td>22</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Certificate of Insurance including evidence of workers compensation coverage</td>
<td>25</td>
</tr>
</tbody>
</table>
DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature
CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE *****

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached 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

Form AD-1048 (1/92)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)
Executive Order 12549--Debarment and Suspension


By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.
(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.
(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:
(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.
(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.
(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.
The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage’s required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board before the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an "Additional Insured" and “Certificate Holder” on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an "Additional Insured" shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in Best’s Financial Strength Rating. The insurance company named on the Certificate of Insurance shall have a rating of “A-V” or better as stated in Best’s Financial Strength Rating.

1. **GENERAL LIABILITY INSURANCE**

The contractor shall provide the ISO Commercial General Liability Policy. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the contractor or subcontractor providing such insurance.

The Commercial General Liability Policy (CGL) is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage’s at a future date and allows for a wide distribution of those packaged coverage’s.

The CGL policy shall provide coverage of at least the following items:

a) **General Aggregate:**

   i) **Premises Operation** which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.

   ii) **Independent Contractor's Protective** which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as “Additional Insured”.

   iii) **Broad Contractual Liability** which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured’s business. If excluded, exception for liability is assumed in an insured contract.

b) **Products and Completed Operations**

c) **Personal & Advertising Injury Liability**

The contractor shall obtain insurance which shall at least meet the following minimum limits:
For projects/contracts under $500,000.00:

- $1,000,000.00 per occurrence, $2,000,000.00 general aggregate.

For projects/contracts $500,000.00 and over:

- $5,000,000.00 per occurrence, $5,000,000.00 general aggregate.

2. **AUTOMOTIVE LIABILITY INSURANCE**

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- $300,000.00 Combined Single Limit
- $100,000.00 Bodily Injury (per person), $300,000.00 Bodily Injury (per accident)
- $100,000.00 Property Damage

3. **WORKERS’ COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this Contract, Workers’ Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter’s employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker’s Compensation: Statutory
- Employer’s Liability: $100,000.00 Each Accident
  $500,000.00 Disease, Policy Limit
  $100,000.00 Disease, Each Employee

(insuranc.dot) mar 1/1/1/1 (Rev 04/11)
Pinellas County District Schools
Bid Protest Procedure

A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the district decision or intended decision shall file with the director of purchasing or director of facilities a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the district decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestor, the protest security shall be returned. If the protestor prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

3. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

4. a) The district shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
   b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable district rules before a person whose qualifications have been prescribed by rules of the district.
   c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the district shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.

5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the district within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.

6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed district action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the district's proposed action is contrary to the district's governing statutes, the district's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed district action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended district action to reject all bids, the standard of review by an administrative law judge shall be whether the district's intended action is illegal, arbitrary, dishonest, or fraudulent.

(24-961-005)
Page 27 of 27