



# Request for Proposal

SPECIAL EDUCATION  
SERVICES

RFP Number: SP1617S

**Date Issued:** July 25, 2016

**Due Date:** August 8, 2016

Sealed proposals for special education services will be received by SOAR Academy Public Charter School, 2136 Martin Luther King Jr. Way, Tacoma, WA 98405, until August 8, 2016 at 3pm.

**Submit Proposal to:**

2136 Martin Luther King Jr. Way

Tacoma, WA 98405

[bids@soaracademies.org](mailto:bids@soaracademies.org)

## **SOAR Academy Public Charter School**

**About SOAR Academy Public Charter School:** SOAR Academy Public Charter School made history by being selected as one of Washington state's first public charter schools. SOAR Academy Public Charter School is a free public school for kindergarten through eighth grade students located in the Central Neighborhood in Tacoma. SOAR opened in the fall of 2015 with its founding kindergarten and first grade classes, and will expand a grade level each year. SOAR provides personalized learning plans and an integrative arts curriculum, with Dance being the art form of choice.

**Equal Opportunity:** SOAR Academy Public Charter School is an equal opportunity employer committed to providing equal opportunity in education, employment, membership and contracts without regard to race, ethnicity, color, creed, religion, national origin, gender, sexual orientation, gender identity/expression, age, marital status, the presence of any sensory, mental or physical disability, use of a trained guide dog or service animal by a person with a disability, and/or status as a veteran.

# Request for Proposals

## 1. Overview

SOAR Academy Public Charter School is based in Tacoma, WA. For the current school year, SOAR will have an enrollment of approximately 150 students in grades K-2. The purpose of this RFP is to identify a proven Proposer(s) able to offer the professional services listed below. It is expected that these services will lead to significant gains in student achievement.

SOAR Academy Public Charter School is seeking responses from qualified entities to provide special education services to students with disabilities as designated via their respective Individualized Education Programs (“IEPs), during the 2016-17 school year. SOAR Academy Public Charter School may select one or more entities to provide these services. The process will include a review and evaluation of a Proposer’s methodology and the procedures that they will employ to provide the services contemplated by this RFP. To the extent that a Proposer has past experience providing similar services to other educational entities, this information should be highlighted and included in their proposal.

## 2. Purpose

SOAR Academy Public Charter School requests proposals from qualified individuals and/or agencies interested in providing special education services to SOAR Academy Public Charter School students with disabilities as designated by their respective IEPs. Proposals will be evaluated for services to be provided during the 2016-17 school year, however SOAR Academy Public Charter School reserves the right to extend the term of any subsequent contractual agreement SOAR Academy Public Charter School may enter into with a Proposer, upon mutual consent of both parties.

## 3. Scope of Work

The scope of services shall include the ancillary support of SOAR Academy Public Charter School students with disabilities as designated via their IEPs.

Ancillary and Related Services shall include, but may not be limited to, the following:

- .. Speech and Language Providers;
- .. School Psychologists;
- .. School Social Workers;
- .. Audiologists;
- .. Orientation and Mobility Specialists; and

· Paraprofessional Support to facilitate the inclusion of students in the general education setting, as required by OSPI.

**Proposer Responsibilities:**

1. Proposer shall provide to SOAR Academy Public Charter School, a copy of each current license and/or certificate for persons conducting student assessment interventions; consultations; and/or evaluations prior to rendering services. Proposer shall ensure that all licenses and certificates remain current throughout the life of any subsequent contract SOAR Academy Public Charter School and a Proposer may enter into.
2. Proposer shall comply with all requirements mandated by the Individuals with Disabilities Education Act ("IDEA"), Family Education Rights & Privacy Act ("FERPA"), applicable court decrees, SOAR Academy Public Charter School policies, as well as any other applicable state and federal laws related to the performance of both initial and re-evaluation of suspected student disability.
3. Proposer shall be responsible for ensuring that all personnel providing services to students have undergone a criminal background check in accordance with any applicable state, federal, or local laws, prior to their commencement of services to the SOAR Academy Public Charter School.
4. Proposer shall ensure the availability of any evaluators and/or report writers they may provide to SOAR Academy Public Charter School at pre-hearing conferences, administrative hearings, Fcourt proceedings. Proposer shall also ensure that the aforementioned personnel is available to respond to any and all requests SOAR Academy Public Charter School may have for student records and/or consultations.
5. Proposer shall provide professionally qualified personnel to perform the services contemplated by this RFP, which includes but is not limited to, attending and participating in eligibility conferences, consultations with parents, school personnel, and SOAR Academy Public Charter School staff.
6. Proposer shall ensure that staff is available to attend IEP meetings and staff development meetings, and parent/teacher meetings.
7. Proposer shall ensure that their staff maintains thorough records and provide required documentation in accordance with SOAR Academy Public Charter School policies, the Proposer's documentation requirements, as well as local and federal mandates (i.e., Encounter Tracking Forms, assessment protocols, reports, IEPs, progress and attendance notes, etc.).
8. Proposer shall provide professional development as designated by SOAR Academy Public Charter School for all employees of Proposer.

**Provided by SOAR Academy Public Charter School:**

1. Referral of students for services.
2. Access to space within the school building during regular school time hours when/if necessary and when and if available, and only as pre-scheduled and coordinated with school building personnel.

3. School level personnel to help facilitate and coordinate service delivery.

## 4. Proposal Requirements

### **PROPOSAL DOCUMENT:**

Providers interested in providing for school--based special education services for students in SOAR Academy Public Charter School are invited to submit an introductory proposal packet to include the following elements:

- 1 Separate section with a tab: Executive Summary.

- 1.1 Provide a summary highlighting the provider's qualifications and special expertise to provide the services requested in the Request for Proposal.

- 2 Separate section with a tab: Providers Profile.

- 2.1 Identification of provider including address, telephone number, email address and date provider(s) were established.

- 2.2 Areas of specialization of the provider or organization.

- 2.3 Copy of Washington State License

- 2.4 Insurance Certificate as identified in Paragraph

- 2.5 Copy of Department of Health Endorsement Document

- 2.6 Signed and Dated Signature Pages 1 and 2 in Section III.

3. Separate section with a tab: Experience.

- 3.1 Describe relevant experience in providing school-based special education services.

- 3.2 Provide for three references, provide the client name, address, email address, and client's representative and telephone number from previous projects or customers that include educational institutions.

- 3.3 Provide your billing rate per service provided and your process for billing/receiving payment from families of students served.

## 5. Evaluation/Provider Selection

It is SOAR Academy Public Charter School's intent to work with one or more provider as best meet the needs of SOAR Academy Public Charter School and the best fit for the individual schools. An initial screening of the proposal packets will be conducted and evaluated on the following:

1. Firm's approach to school-based special education programs, where shown in the submittal
2. Two References
3. A proven track record in providing school-based special education services
4. Qualifications, background, and experience of provider/providers personnel, including experience in dealing effectively with young people

## **6. Schedule**

-July 25, 2016 and August 1, 2016 Advertisement for Request for Proposal Published

-August 8, 2016 Request for Proposal due at 3:00 P.M.

-Week of August 15<sup>th</sup>, 2016 Initial Screening/Evaluation (anticipated)

-August 22<sup>nd</sup> -Providers begin work (anticipated)

## **7. Awards**

The successful vendor(s) will be notified by the Director of Operations following purchase approval by SOAR Academy Public Charter School. The District reserves the right to reject any and all proposals, to waive any and all informalities and the right to disregard all non-conforming, non-responsive, or conditional responses.

The District may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the qualifications, and financial ability of the vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the proposal of any vendor which does not pass any such evaluation to the District's satisfaction. If the contract is to be awarded, the District anticipates that it will give the successful vendor (the Contractor) a Notice of Award within ninety (90) days after the Proposal Due Date.

This contract may be renewed annually for up to five years with reasonable price increases as mutually agreed upon between SOAR Academy Public Charter School and provider.

All vendor proposals that have passed the initial forms compliance review shall be evaluated in accordance with the evaluation criteria set forth in this RFP document (reference Section 5, RFP Proposals Evaluation Criteria). Any post-proposal discussions, interviews, demonstrations and contract award will be based upon the District having completed the evaluation process and scoring each proposal using only the evaluation criteria published in this RFP document (Section 5, RFP Proposals Evaluation Criteria).

## **8. Document Submittal**

Firms interested in providing services are requested to provide proposal documents on or before Monday, August 8, 2016 at 3:00 p.m. Please submit these documents to SOAR Academy Public Charter School, located at 2136 Martin Luther King Jr. Way, Tacoma, WA 98405

Week of August 15<sup>th</sup>, 2016 Initial Screening/Evaluation (anticipated)

August 22<sup>nd</sup> ---Providers begin work (anticipated)

## 9. Questions

Questions should be directed to George Meng, SOAR Academy Public Charter School Board Treasurer, through email at bids@soaracademies.org.

## 10. Addenda

Should the District consider it necessary to revise any part of this RFP, an addendum will be made available to all interested parties. All official clarifications or interpretations of the proposal documents will be by written addenda and posted on the Public Purchase web site. Vendors who have previously downloaded the RFP form the Public Purchase web site will receive an email notification of any published addenda. Clarification given in any other form will be informal and unofficial.

## 11. Contractual Obligations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. SOAR Academy Public Charter School will pursue negotiations with the highest scoring proposer(s). If, for some reason, the EAA and the highest scoring proposer(s) fail to agree to a contract, then SOAR Academy Public Charter School may commence contract negotiations with other Proposers. SOAR Academy Public Charter School may decide, at any time, to start the RFP process again.

**Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required, as outlined herein, will be required.

**Services:** The Proposer shall agree to perform all of the services contemplated by this RFP and any subsequent contract that the parties may enter into.

**Personnel/Staffing Levels:** Throughout the initial term, and any renewal term(s) which may be exercised under a resulting contract, the Proposer shall provide all of its personnel (including management, supervision, related administrative personnel necessary for the provision of services) with any all requisite training. The Proposer shall also recruit, ensure that background checks are performed, employ, compensate, and supervise all staff provided to the EAA.

**Fingerprinting and Background Checks:** The Proposer and all of its employees and agents providing services to the EAA shall meet OSPI requirements.

**Hold Harmless/Indemnification:** The Proposer shall indemnify, defend and hold SOAR Academy Public Charter School harmless pursuant to the terms and conditions of any subsequent contract the parties may enter into.

**Compliance with Laws:** The Proposer shall comply, and ensure that their employees and agents performing services for the SOAR Academy Public Charter School comply, with any and all federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the services anticipated in this RFP and any subsequent contract. The Proposer, including their employees and agents, shall be required to acknowledge

the SOAR Academy Public Charter School's policies and procedures concerning appropriate behavior of persons in its facilities and, on its properties, including for example, policies related to sexual harassment, SOAR Academy Public Charter School and workplace conduct, and shall comply with all such policies and procedures. Additionally, all services must be provided in compliance with IDEA and FERPA. The Proposer shall be responsible and liable for the safety, injury and health of its personnel/employees while its personnel/employees are performing services for SOAR Academy Public Charter School.

## 12. Additional Terms and Conditions

1. **Access to Data.** The Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990 and the ADA Amendments Act of 2008** (collectively referred to as the "ADA") and **Section 504 of the Rehabilitation Act of 1973** ("Section 504") and their respective implementing regulations. The Contractor must comply with the ADA and Section 504, which provides comprehensive civil protection to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither the District nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.
5. **Audit Requirements.** If the Contractor is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A--133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate OMB Circular A--133 audit requirements into all Contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A--133 and any successor or replacement circular or regulation.

**NOTE: Audit requirements do not apply to "vendors" as defined in OMB Circular A--133 (those providing goods and services that are required for the conduct of the federal program).**

6. **Authority of Parties.** Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.



7. **Authorized work.** Any changes to the scope of this contract must be made in writing and acknowledged by both parties (with authority to act on behalf of their activity). Only the District's contract administrator for this contract, or his/her designee, can authorize changes or additions to the scope of the contract. If the contractor performs work based on instructions from someone other than the contract administrator or their designee, the contractor is doing so at its own risk.
8. **Background Checks.** Consistent with RCW 43.43.834, the Contractor shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. Pursuant to RCW 28A.400.330, the Contractor shall not permit any employee, subcontractor, intern or volunteer from performing work under this Contract who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are expended under this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
10. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the District Superintendent or designee of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
11. **Compliance with Laws, Ordinances, and Regulations.** The Contractor shall comply with all local, state, and federal laws, ordinances and regulations applicable to the performance of its responsibilities under this Contract. Compliance shall include, but not be limited to, all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.
12. **Confidentiality.** The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting re-disclosure.
13. **Conflict of Interest:** No director, employee or agent of the Vendor/Contractor shall give or receive any commission, fee, rebate, gift, or entertainment in excess of \$25 value in connection with the work, or enter into any non-consumer business arrangement with any director, employee or agent of SOAR Academy Public Charter School, other than as a representative of the district, without prior written notification thereof to the district. Any representative(s) authorized by the district's superintendent

may audit all records of the Vendor/Contractor that pertain to the District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through process shall be administered confidentially.

14. **Continuing Effect.** Rights and obligations under these General Terms and Conditions, this Contract and any attachments or exhibits thereto which, by their nature should survive termination of the Contract will remain in effect after termination or expiration of all or any portion of this Contract.
15. **Disputes.** In the event that a dispute arises under this Contract, it shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to the Dispute Resolution Board; (2) the Contractor shall appoint a member to the Dispute Resolution Board; (3) the District's Superintendent or designee and the Contractor shall jointly appoint a member to the Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.
16. **Entire Agreement.** This written Contract constitutes the mutual agreement of the Contractor and the District or designee in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.
17. **Established Business.** Prior to commencing performance of this contract, or prior to the time required by law or regulation, e.g., Chapter 18.27 WAC, Contractor shall be an established business with all required licenses, accreditation, registration, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the solicitation for bids, request for proposals or this contract. Contractor must have a Federal tax identifier number as required by Internal Revenue Service regulations and a uniform business identifier number (UBI) required by the Washington Department of Revenue. The Contractor shall provide proof of compliance with these requirements within ten (10) calendar days from the date of the request by the District.
18. **Ethical Conduct.** The Contractor certifies that he/she/it, or his/her/its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of the Contractor for the work to be performed under this Contract. No director, employee, or agent of the Contractor shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District superintendent or designee. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of any law, regulation, or policy that prohibits the use of public resources for political purposes.
19. **Governing Law.** The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation arising out of this Contract.
20. **Headings and Captions.** The headings and captions used in this Contract are for convenience only. They are not part of the agreement and do not define, limit or describe the scope of intent of the paragraphs of this Contract.
21. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District and all directors, officials, agents, and employees of the District, from and against all claims for injuries, damages, or death arising out of or resulting from the performance of this Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by

Contractor's agents, employees, directors, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent negligence by the District or its agents, employees, directors or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

**22. Independent Capacity.** The District and the Contractor intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her/its employees or agents performing under this Contract are not employees or agents of the District. The Contractor will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law.

**23. Insurance.**

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now or hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontractor retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to

- a.1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction.
- a.2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under any mandatory governmental program as in "a" above, and/or;
- a.3) Maintenance of a legally permitted and governmentally approved program of self---insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the District, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the District incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the Contractor will indemnify the District for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the District by the Contractor pursuant to the indemnity may be deducted from any payments owed by the District to the Contractor for the performance of this Contract.

b. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

	Each Occurrence	\$2,500,000
Aggregate	\$5,000,000	

c. **Additional Insured.** The District shall be specifically named as an additional insured on all policies and all policies shall be primary to any other valid and collectible insurance. At its option, the District may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians' professional liability, or Architects' and Engineers' insurance. The District may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private non-profit organizations.

d. **Proof of Insurance.** Certificates and/or evidence satisfactory to the District confirming the existence, terms, and conditions of all insurance required in this Contract shall be delivered to the District's employee in charge of risk management within five (5) days of the Contractor's receipt of authorization to proceed. The policy of insurance that must be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without forty-five (45) days written notice being given to the District's Superintendent or designee.

24. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.

25. **Non-Discrimination.** The Contractor shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Contractor and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Contractor shall notify the Superintendent or designee immediately of any decision by a local, state or federal agency,

court or jury that the Contractor violated a law, regulation or ordinance prohibiting discrimination. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further Contracts with the District.

26. **Opportunity to Cure Default.** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the District Dean of Operations and Finance, in his/her sole discretion, may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following:
- a. Exercise any remedy provided by law;
  - b. Terminate this contract and any related contracts or portions thereof;
  - c. Suspend Contractor from receiving future solicitations or other bidding opportunities.
27. **Payments.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.

28. **Performance.** Acceptance by the District of any unsatisfactory performance with or without objection or reservation shall not release the Contractor from any responsibilities imposed by the contract or by law and shall not be deemed a waiver of the right to claim damage for breach or to terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
29. **Records, Documentation and Reports.** The Contractor shall maintain complete financial records relating to this Contract and complete records documenting the services rendered under the Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. **Review.** The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.
31. **Rights in Data and Publications.** Data that is developed pursuant to this Contract shall be “works for made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be deemed authored and owned by the District. Ownership includes ownership of all intellectual concepts and properties embodied in the data, the right to copyright, patent or register data and the right to transfer those rights. In the event any data which originates under this Contract is not considered “work made for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all rights, title and interest in such data, including all intellectual rights, to the District from the moment of creation of such data. “Data” shall mean all work product to be provided by the Contractor under this Contract and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium.

The Contractor shall obtain the District’s written approval prior to the publication of any results of students and/or services performed or to be performed for any purpose other than for District use. This provision shall not apply to any data that is developed independent of this Contract.

Data which is delivered under this Contract, but which does not originate under it, shall be transferred to the District with a nonexclusive, royalty--free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent to which the Contractor has a right to grant such a license. The Contractor shall notify the District, at the time of delivery of data furnished under this Contract, of all known or potential limitations on such license and any data that was not produced in the performance of this Contract.

The Contractor shall promptly notify the District in writing of each notice or claim of copyright, trademark, or patent infringement it receives regarding any data delivered under this Contract.

32. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the District’s Superintendent or designee at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor’s business or work hereunder.
33. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
34. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the District for any breach in the performance of the Contractor’s duties. This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.
35. **Termination for Convenience.** Except as otherwise provided in this Contract, the District’s Superintendent or designee may, by ten (10) days written notice, beginning on the second day after

the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

36. **Termination for Breach and/or Default.** The District may terminate this Contract for breach and/or default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirements for Contracting with the District;
  - b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
  - c. Failed to perform, or otherwise breached, any term or condition of this Contract;
  - d. Violated any applicable law or regulation;
  - e. Made any general assignment for the benefit of creditors;
  - f. In the District's sole opinion, become insolvent or in an unsound financial condition so as to endanger performance hereunder;
  - g. Become the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors, and/or;
  - h. Had a receiver, trustee, or similar official appointed for Contractor or any of the Contractor's property.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

37. **Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract under any such new funding limitations and conditions.
38. **Termination Procedure.** Upon termination of this Contract, the District's Superintendent or designee, in addition to other rights provided in this Contract, may require the Contractor to deliver to the District any property, including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed

work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
  - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - c. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
  - e. Complete performance on such part of the work not terminated by the District; and
  - f. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
39. **Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the District shall vest in the District, except for supplies consumed in performing this Contract. The Contractor shall surrender property and title to the District without charge prior to settlement upon completion, termination, or cancellation of this agreement. Any property of the District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Contract. The Contractor shall be responsible for any loss or damage to property of the District which results from the negligence of the Contractor or the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the District and take all reasonable steps to protect the property from further damage. All reference to the Contractor under this clause shall include Contractor's employees, agents, and subcontractors.



40. **Waiver.** Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non--enforcement. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by an individual authorized to execute said waiver for the District.

**1. PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

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

Title: \_\_\_\_\_

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

**2. PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

City State & Zip: \_\_\_\_\_

**3. PART IV: PROPOSAL SIGNATURE**

Proposals are subject to all requirements furnished with this proposal document. By signing this proposal, Contractor affirms having read the terms and conditions and specifications and agrees thereto and warrants that quotes supplied herein conform to specifications herein, except if otherwise stated in a special condition by SOAR Academy Public Charter School.

Receipt of addenda numbered \_\_\_\_\_ is hereby acknowledged \_\_\_\_\_  
(Fill in number of each addenda received) (Respondent's Initials)

Firm Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_