



Request for Proposal

RFP-2024-07 Speech and Language Subcontract Pinellas County

RFP Issued: **Tuesday, June 24, 2024.**

Questions Due: **Thursday, July 11, 2024, by 5:00 PM EST**

Proposal Due Date: **Tuesday, July 23, 2024, by 4:00 PM EST**

Estimated Award Date: **Week of August 1st, 2024**

Requests for information related to this Proposal should be directed to:

Procurement and Contracts Department
Procurement and Contracts Manager
Email Address: lsfprocurement@lsfnet.org
Lutheran Services Florida
3627A W. Waters Ave Tampa, Florida 33614

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1. PURPOSE OF REQUEST FOR PROPOSAL

Lutheran Services Florida (LSF) is seeking proposals from responsible, qualified, and experienced fully licensed professionals to provide high-quality speech, language, sensory, occupational, and physical therapy services. Screenings and services must be facilitated by licensed professionals. Additionally, the provider must offer consultation and educational support to Center Directors and Teachers on managing classroom behaviors, sensory integration strategies, and environmental adaptations to enhance the early childhood development of our Head Start and Early Head Start children at multiple centers throughout Pinellas County, as per the outlined scope and specifications.

2. ABOUT LUTHERAN SERVICES FLORIDA (LSF)

LSF is a non-profit organization dedicated to serving those most vulnerable members of our communities by providing life-changing human services to all people regardless of age, background, or belief system. We are dedicated to serving children and families, youth and teens, adults and elderly, refugees and immigrants through various programs ranging from substance abuse and mental health to education. Through our work, we help communities build healthier, happier, and hope-filled futures.

For additional information about Lutheran Services Florida, please visit our webpage at www.lsfnet.org

3. MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. If required, offerors shall include a detailed narrative outlining how the proposed solution meets the minimum mandatory requirements outlined in this section.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

- Contractors shall be State of Florida licensed for the job specific request outlined in the scope of work in this RFP to perform these services. <https://www.myfloridalicense.com>
- Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government.
- Any offeror wishing to submit a proposal and be considered for this Solicitation will have had and demonstrate successful experience within the past two (2) years relating to or similar to the RFP Scope of Services
- Supervisor or equivalent on site must be Level II Background Screened

4. ADMINISTRATIVE GUIDANCE

This RFP is designed to provide interested businesses with basic information sufficient to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the products and/or construction requested in this RFP.

5. ISSUING OFFICE AND RFP REFERENCE NUMBER

Lutheran Services Florida Procurement Office is the issuing office for this RFP and all information relating to it. The reference number for this RFP is **RFP-2024-07**. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. Failure to do so may result in missed questions or responses.

6. QUESTIONS AND ANSWERS

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing via email to (lsfprocurement@lsfnet.org) All questions must be received by **Thursday, July 11, 2024 by 5:00 PM**. Questions asked after this deadline will not be answered. Procurement will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

7. DUE DATE

For a proposal to be considered, it must be submitted directly to lsfprocurement@lsfnet.org via email no later than **Tuesday, July 23, 2024 by 4PM EST**. Proposals received after this deadline will be late and ineligible for consideration. Proposals sent to any other email addresses will not be accepted.

8. TIME FOR EVALUATION

All proposals shall remain valid for a minimum of 90 calendar days after the Proposal Due Date to allow adequate time for evaluation.

9. ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be released by the Procurement Office. All addenda become part of the RFP and the information contained therein will take precedence over the information contained in this document.

10. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

From the issue date of this RFP until an offeror is awarded a contract, offerors are prohibited from communicating about the subject of this RFP with any Lutheran Services of Florida administrator or staff except the Purchasing Official assigned to this RFP, other Procurement & Contract Services staff members, individuals authorized in writing by the Purchasing Official, and organization representatives during offeror presentations. If violation of this provision occurs, the organization may reject the offeror's proposal.

11. CONTRACT PERIOD

Any contract awarded as a result of this solicitation will be for an initial 10-month term and eligible for (2) 1-year renewable terms upon satisfactory performance. Expected start date of awarded Contractor shall be August 1, 2024.

Initial Term Year 1: August 1, 2024- March 31, 2025

Optional Year 2: April 1, 2025- March 31, 2026

Optional Year 3: April 1, 2026- March 31, 2027

12. PROPOSAL SUBMISSION FORMAT

Proposals should be concise, straightforward and prepared simply and economically. Organize the proposal as outlined below. Failure to format the proposal as follows may result in the proposal being deemed not responsive and disqualified from consideration. Your response shall be submitted as (3) separate PDF files and labeled as follows:

1. FILE ONE- DOCUMENTATION

- Business License
- W9
- Certificate Of Insurance

2. FILE TWO – COST PROPOSAL BID FORM

- Please complete and return **ATTACHMENT A**. Bidders may submit their additional documentation with their cost bid form however Bidders failing to complete the provided cost proposal form may be disqualified at LSF's discretion.
- If you are unable to or do not want to submit a bid please complete and return **ATTACHMENT B**.

3. FILE THREE- 2 REFERENCES

- The offeror shall provide at least two (2) references of customers which have received services similar to those required by Lutheran Services Florida. Include for each reference, the business name, address, phone number, contact person (including contact person's phone number and email address) date of the project, and a short description of the project and the work performed. Lutheran Services Florida reserves the right to contact or visit any of the offeror's provided references to evaluate the level of performance and customer satisfaction. Information gathered during this process will not be made public. If the offeror is not able to provide the aforementioned information, provide a detailed explanation of the reason(s) for such inability. The information gathered from references will be considered during the evaluation process.

13. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Preparation and Submission of Proposals

- Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- Proposals must be submitted directly to Procurement and Contracts at lsfprocurement@lsfnet.org. Proposals submitted to any other email address will not be accepted.
- Proposals must be submitted by the due date assigned herein. Late proposals will not be accepted.
- By submitting a proposal, the offeror is certifying that is not currently debarred.
- Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for LSF.
- Proposals must be submitted via email to lsfprocurement@lsfnet.org by the proposal due date, it is the expectation that the **subject line of the email when submitting your proposal is "RFP-2024-07 Response"**. Failure to add this to the subject line may cause your proposal to be missed.

14. SCOPE OF SERVICES

It is the express purpose of this Request for Proposal (RFP) to seek a qualified professional to provide architectural design, project consulting, and related services for a Youth Shelter in Broward County, Florida. All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

General Scope of Services

A purchase order must be issued prior to the start of work. The purchase order will constitute the notice to proceed, unless otherwise indicated.

All individuals performing work under this Contract must have the appropriate licenses, certifications or credentials that prove competence in tasks being performed.

Contractor shall perform all services in compliance with industry standards and all federal, state, FDOT and local laws, ordinances and regulations including State Health Department, Florida USBC, Florida Occupational Safety and Health Agency (FOSHA) and OSHA rules and regulations.

Scope of Work**Client Responsibilities:**

- Client will identify children and provide name to Provider
- Client will obtain parental/guardian permission and provide to Provider upon request
- Client will keep records of screening results received from provider
- Client will update child records with updates from provider
- Client will communicate any concerns of screenings with parents
- Client will communicate to parent/guardian any referrals and follow ups needed
- Client will identify classrooms and locations for observations
- Client will keep records of classroom observations

Provider Responsibilities:

- **Speech and Language Screenings:** Conduct screenings for children within 45 days of enrollment by a licensed Speech-Language Pathologist (SLP).
- **Evaluation and Treatment:** Screen, evaluate, and treat children referred for suspected disabilities affecting fine motor and gross motor skills, and sensory development.
- **Results Sharing:** Share the results of screenings, evaluations, and eligibility determinations of Head Start children with disabilities with Head Start staff for tracking and monitoring purposes.
- **Family Meetings:** Schedule meetings in collaboration with client with families to review the results of evaluations.
- **Eligibility Meetings:** Attend eligibility meetings for children qualifying for an Individual Education Plan that includes Occupational or Physical Therapy as a related service.
- **Teacher Support:** Model appropriate practices and provide support to teachers in Head Start classrooms on best practices.
- **Classroom Observations:** Conduct classroom observations and provide support and training for staff on managing classroom behaviors, sensory integration strategies, environmental adaptations, and techniques to enhance early childhood education and development.
- **Service Eligibility Updates:** Provide up-to-date information on the number of children found eligible for services.
- **Coordination Meetings:** Meet with the Disability Coordinator, Mental Health Manager, and Child Health and Safety Manager to discuss enrolled students with developmental and/or communication delays and active IEPs. Develop a schedule to implement speech and language therapy in the least restrictive environment per the Individual Education Plan.

15. LOCATION OF THE WORK

Lutheran Services Florida is seeking services at the building listed below in Pinellas County, Florida. The following addresses are currently providing Head Start Early Head Start services in Pinellas County. Places of services are subject to change as needed.

Center Name	Street Address	City	State	Zip
Clearwater Center 2110	701 N Missouri Ave	Clearwater	FL	33755
Dr. Heidi J. Greenslade (DHG) 2110	802 Turner Street	Clearwater	FL	33756
Gulley Center 2140	1045 Dr MLK	Clearwater	FL	33755
High Point 2120	15495 58th North	Clearwater	FL	33764
Los Caminos 2120	1435 Lakeview Rd	Clearwater	FL	33756
R' Club @ Breeden Center	1235 Holt Avenue	Clearwater	FL	33755
R'Club @ Gateway	211 South Missouri	Clearwater	FL	33756
R'Club @ US 19	13348 US Hwy 19 North	Clearwater	FL	33764
R'Club @ Whitney	2886 Whitney Road	Clearwater	FL	33760
Head Start Early Head Start Admin Building	2110 Tall Pines Drive Suite 220	Largo	FL	33771
Rainbow Village 2110	12351 134th Ave N	Largo	FL	33774
R'Club@ 94th Avenue	4920 94TH Avenue	Pinellas Park	FL	33782
Connie L. Marmaro 2110	3600 Fairfield Ave S	St Petersburg	FL	33711
Jordan Park 2110	2390 9th Ave South	St Petersburg	FL	33712
Lew Williams R'Club	901 34th Street South	St Petersburg	FL	33711
Learning Empowered	6801 38th Ave. N	St. Petersburg	FL	33710
R'Club @ Lemon Street	1019 East Lemon Street	Tarpon Springs	FL	34689
Tarpon Springs 2110	516 S. Huey Ave	Tarpon Springs	FL	34689

16. EVALUATION CRITERIA

Proposals shall be reviewed by a committee comprised of LSF employees. That committee shall evaluate each proposal based on the criteria listed below and submit a company's name to LSF for approval. Offeror should ensure that all elements of the RFP are fully covered in their proposals.

Proposals will be evaluated on the following criteria:

- Offers appropriate service for achieving the purpose of this RFP.
- The ability to provide service, as well as past performance of the offeror.
- Ability to meet deadlines.
- References and Company Experience.
- Submission of documents as outlined in RFP "Proposal Response Outline"
- Cost Effectiveness to LSF

17. AWARD OF CONTRACT

Based on reviewing responses to the RFP, it is permissible for LSF to interview the leading offerors. These offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts. **LSF reserves the right to split the award to multiple offerors for different scopes with separate contracts. LSF reserves the right to not award all scopes if budget presents a concern.**

18. NEGOTIATIONS AND BEST AND FINAL OFFERS

Lutheran Services Florida reserves the right, to negotiate with the finalists and to call for best and final offers.

19. STANDARD TERMS AND CONDITIONS

The Agreement for Service with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the LSF Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal.

Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

Fiscal Non-Funding Clause

This agreement is subject to Government funding availability. In the event sufficient Government funds to fund this Agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify Contractor of such occurrence, and Lutheran Services Florida Inc. may terminate this Agreement, without penalty or expense to the Lutheran Services Florida Inc., upon no less than 30 days written notice to the Contractor. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Contractor of such occurrence and Lutheran Services Florida Inc. may terminate this agreement without penalty or expense to Lutheran Services Florida Inc. upon no less than 30 days written notice to Contractor. Lutheran Services Florida Inc. shall make disbursements to the Contractor for appropriate expenditures incurred up to the effective.

Termination

These Conditions may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, after which these Conditions may be terminated for cause. These Conditions may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice given the other party. On termination of these Conditions, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Performance must conform to the specifications and performance requirements as set forth herein. Any modifications issued after execution of this agreement must be approved by both parties in writing. The contract in its entirety represents an agreement between the parties and supersedes prior negotiations. Either oral or written.

In the event that the performance by the Contractor is unsatisfactory. Contractor will be notified within twenty-four (24) hours of the unsatisfactory job performed. Contractor will be given the opportunity to address and cure the unsatisfactory performance within twenty-four (24) hours. Contractor will be charged an amount equal to one (1) day payment for each day the performance remains uncured. This amount is calculated based on the individual center locations monthly rate OR if flat fee 2% of total contract per day. This amount will be withheld from the monthly payment owed for individual center in which the unsatisfactory performance has taken place.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

The Contractor will charge the Client a flat fee for the Services (the "Compensation").

Price Lock

The prices offered by awarded contractor for materials, labor and all services as set forth in individual Purchase Orders and Agreement shall not increase during the Term, as defined in Section 9 "COMPENSATION"

Sales Tax Exemption

LSF is exempt from Florida Sales and Use Taxes. (#85-8012671926C-3.) Do not include taxes when submitting invoices. A Florida Sales and Use Tax Exemption Certificate will be furnished upon request. The Contractor is responsible for complying with all tax exemption requirements. The Contractor is responsible for payment of all tax obligations that arise from the Contractor's failure to comply with exemption requirements.

Pricing

The prices charged to LSF are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Contractor's last general announced price change. The Contractor acknowledges that regardless of the price quoted or otherwise provided to LSF by the Contractor, the Contractor's price will be the lowest prevailing market price.

Invoicing

The Contractor will promptly submit invoices within 30 days of services to LSF. The LSF purchase order number shall be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed herein. LSF has the right to adjust or return any invoices reflecting incorrect pricing. Invoices must be submitted to accountspayable@lsfnet.org. Invoices will be paid on Net 30 terms.

Invoices for Goods or Services received more than thirty (30) days after the completion of work or shipping of goods need not be considered for payment by LSF. Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to LSF or the date a correct invoice is received by LSF, whichever is later. All payments to the Contractor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card).

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

If Davis Bacon Act is applicable to services offered, certified payroll is required with weekly invoices for payment. Failure to provide weekly certified payroll will result in nonpayment from LSF.

Delivery

All orders will be shipped promptly in accordance with the delivery schedule. All shipments are to be made F.O.B. destination, freight prepaid, to the receiving point at LSF, unless otherwise indicated on the purchase order. A copy of a packing list must accompany each shipment. The LSF purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.

Inspection of Goods

Risk of loss or damage to goods shall be on the Contractor until they have been delivered to and accepted by LSF, notwithstanding any other terms contained herein. All goods will be received by LSF subject to its right of inspection and rejection. LSF shall be allowed a reasonable period of time not to be less than ten (10) days from its receipt of the goods to inspect them and to notify the Contractor of any non-conformance with the terms and conditions of these Conditions. LSF may reject any goods which do not conform to the terms and conditions of these Conditions. Goods so rejected may be returned to the Contractor or held by LSF at the Contractor's risk and expense. Any goods shipped in excess of the quantity specified in these Conditions will, at LSF option, be returned at the Contractor's expense.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Education and Experience

1. Graduated from an accredited graduate school with a master's degree in clinical social work, clinical psychology, mental health counseling or human services field.
2. Minimum of two years direct experience providing therapeutic interventions to young children and families preferred. Experience in crisis intervention and knowledge regarding the effect of violence on children, evidenced based interventions, and a background in early childhood education/development is desirable.
3. Current CPR and First Aid Certification
4. Current Level II background screening and the local background checks.

License Requirements:

Provider may be licensed as a Clinical Social Worker, Marriage and Family Therapist or Mental Health Counselor that meets the licensing standards approved by State of Florida Department of Health Division of medical Quality Assurance, Board of Clinical Social Work, Mental Health Counseling, and Marriage and Family Therapy, and Mental Health Counseling and is certified to conduct psychotherapy in accordance with Chapter 491, Florida Statutes.

Provider may be a Registered Intern pursuing licensure pursuant to the provisions of Chapter 491, Florida Statutes as a Registered Clinical Social Worker, Registered Mental Health Counselor Intern, or Registered Marriage and Family Therapist. Direct supervision and direct oversight of work must be provided by a licensed therapist. A licensed therapist must sign off on any work completed by the registered intern.

Documents Required:

Providers will maintain personal files on each contracted therapist. The documents will include current Florida licensing requirement, resumes, background screening clearances, current CPR and First Aid Certifications, and any other relevant documents. Provide will make personnel files available for review upon request by LSF.

Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Patents, Copyrights, Etc.

The Contractor shall release, indemnify and hold LSF and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of these Conditions.

Return of Property

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client. In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Right of Substitution

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. In the event that the Contractor hires a sub-contractor:

- a. the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- b. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

Autonomy

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

Equipment

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

Warranty

Warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by LSF and shall be free from defects in materials and workmanship. The Contractor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by LSF, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to LSF for a period of one year after delivery.

No Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

Independent Contractor

The Contractor is an independent Contractor and shall have no authorization, express or implied, to bind LSF to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from LSF.

In providing the Services under these Conditions it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that these Conditions does not create a partnership or joint venture between them and is exclusively a Conditions for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under these Conditions.

Level II Background Screening

All Contractor staff that will come into direct contact with children must undergo level II background screening and must adhere to all required screenings, at the Contractor's expense or must be accompanied by an individual with such met requirements at all times.

Compliance with Davis Bacon and Related Act Requirements

All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in these Conditions which will be obeyed by the Vendor. Contractor shall access <https://sam.gov/content/home> for correct Wage Determinations. Select "Public Building or Works." Select state Florida from the drop down and then county in which the work is being completed.

Copeland "Anti-Kickback" Act

Contractor complies with provisions of the Copeland "Anti- Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) for all contracts and sub- grants in excess of \$2,000 for construction or repair awarded by the program and its sub-recipients, which prohibits the Contractor or sub-recipient from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. It is the policy of the program to report all suspected or reported violations to the Federal awarding agency.

Laws and Regulations

The Contractor and any and all supplies, services, equipment and contraction furnished under these Conditions shall

comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency. If the Contractor cannot certify this statement, it shall attach a written explanation for review by LSF. The Contractor must notify the Procurement Manager at LSF within 30 days if the Contractor is debarred by any governmental entity during these Conditions period.

Licensing

Contractor will provide LSF applicable business license and any applicable certified contractor license at the time of the execution of this Agreement.

Equal Opportunity Employer

Contractor certifies that it is an Equal Employment Opportunity employer under Federal law and regulation at 41 CFR Part 60.

Conflict of Interest

The Contractor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

c. Lutheran Services Florida Inc.
3627A W Waters Ave Tampa, FL 33614

d. Awarded Contractor

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

Contractor will provide LSF, at the time of the execution of this Agreement, a Certificate of Insurance indicating workers' compensation, general liability, and property and casualty coverage in an amount adequate to meet contract requirements, which is detailed below, or as otherwise authorized and pre-approved by LSF at its sole discretion. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc. as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of Lutheran Services Florida, Inc.

Worker’s Compensation and Employers Liability Insurance shall be maintained by during the term of this Agreement for all employees engaged in the Services under this Agreement, in accordance with all applicable laws. The amount of such insurance shall not be less than:

- e. Workers’ Compensation - Statutory Requirements
- f. Employers Liability -\$500,000 Limit Each Accident
- g. \$500,000 Disease – Limit Each Employee
- h. \$500,000 Disease – Policy Limit
- i. *The insurance company shall provide a Waiver of Subrogation in favor of LSF.

Commercial General Liability Insurance, written on an “occurrence” basis, shall be maintained by Provider. Limits of coverage shall not be less than the following:

- j. Each Occurrence \$1,000,000
- k. Personal & Advertising Injury \$1,000,000
- l. General Aggregate \$3,000,000
- m. Products & Completed Operations Aggregate \$3,000,000
- n. *The insurance company shall provide a Waiver of Subrogation in favor of LSF. This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.

Professional Liability Insurance may be written on an “occurrence” basis or a “claims made” basis, shall be maintained by Provider insuring its legal liability arising out of the performance of professional services under this agreement, including professional malpractice and errors and omissions coverage. Limits of coverage shall not be less than the following:

- o. Each Incident \$1,000,000
- p. Annual Aggregate \$3,000,000
- q. *If coverage is secured under a Claims Made form, coverage should include extended reporting tail coverage in the event this insurance is canceled or not renewed. The insurance company shall provide a Waiver of Subrogation in favor of LSF. This insurance shall include LSF as additional insured, utilizing Additional Insured Endorsement forms acceptable to LSF.
- r. If coverage is written on a “claims made” basis, Provider must continue to maintain this policy for a period of not less than three (3) years after completion of its services to LSF. The policy retroactive date will always be prior to the date Services were first performed by Provider for LSF and the date will not be moved forward during the term of this Agreement and for 3 years thereafter.

Abuse and/or Molestation Insurance written on an “occurrence” or “claims made” basis, shall be maintained by Provider Limits of coverage shall not be less than the following:

- s. Each Occurrence \$1,000,000
- t. Annual Aggregate \$1,000,000
- u. *The insurance company shall provide a Waiver of Subrogation in favor of LSF.

Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

- v. Combined Single Limit \$1,000,000 Each Accident
- w. *This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.
- x. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than
- y. \$1,000,000 each occurrence and aggregate coverage shall be excess of the Employers
- z. Liability, Commercial General Liability, Professional Liability (including abuse/molestation) and Automobile Liability coverage required herein and shall include all coverage on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.

- aa. The insurance company shall provide a Waiver of Subrogation in favor of LSF.
- bb. This insurance shall include LSF as additional insured parties using Additional Insured Endorsement forms acceptable to LSF.

Miscellaneous:

- cc. Insurance carriers must have a “Best’s Financial Strength Rating” of “A” or better, and a “Financial Size Category” of at least XI, all as set forth in the most current edition of Best’s Key Rating Guide. Insurance carriers must be properly admitted as required by applicable law. The required insurance will cover Provider, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any Services under any contract or agreement with Provider. The Commercial General, Automobile, Professional Liability and Umbrella insurance policies provided by Provider to meet the requirements of the Agreement shall name LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.
- dd. Provider for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Agreement, hereby waives fully for the benefit of LSF any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Provider. Provider will obtain a waiver of any subrogation right that its insurers may acquire against the additional insured by virtue of payment of any such loss covered by such insurance.
- ee. Provider shall require any of its subcontractors to adhere to the insurance requirements of this agreement.
- ff. If any coverage under this agreement is secured under a Claims Made form, coverage should include extended reporting tail coverage, for a length of time acceptable to LSF, in the event this insurance is canceled or not renewed.
- gg. Concurrently with the execution of the Agreement, Provider will file with LSF original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and policies shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given LSF of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies’ coverage. The acceptance by LSF of any certificate of insurance pursuant to the terms of the Agreement evidencing the insurance coverage and limits required hereunder does not constitute approval or agreement by LSF that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Agreement. The certificates of insurance shall show LSF as certificate holders. Upon written request by LSF, certified, true and exact copies of all insurance policies required hereunder shall be provided to LSF on a timely basis.

Force Majeure

Neither party to these Conditions will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. LSF may terminate these Conditions after determining such delay or default may reasonably prevent successful performance of these Conditions.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law and Jurisdiction

These Conditions shall be governed by the laws of the State of Florida. The parties will submit themselves and any dispute arising from these Conditions or any breach thereof to the jurisdiction of the courts of the State of Florida.

Severability

A declaration by any court of competent jurisdiction, or by any other binding legal source, that provision of these Conditions is illegal and void and shall not affect the legality and enforceability of any other provision of these condition, unless such provisions are mutually dependent.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Safety

All Consultants and sub-Consultants performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-Consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. LSF reserves the right to require immediate removal of any Consultant employee from LSF service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Agreement. Further, LSF may, from time to time, make inspections of the work performed under the Agreement. Any inspection by LSF does not relieve the Consultant of any responsibility in meeting the Agreement requirements.

No Smoking

Smoking in all LSF buildings is prohibited. Failure to adhere to LSF no smoking policies may lead to removal of Contractor employees and possible Contract termination.

****An award resulting from this RFP is subject to successful negotiation of contract terms and conditions. LSF, at its sole discretion, will determine when negotiations of contract terms and conditions become unproductive and will result in termination of award to that offeror and the Organization may move to the next eligible offeror.**

REFERENCES

Provide a listing of at least FOUR (4) references, preferably higher education institutions, for which the company has provided these products and/or services within the last three (3) years.

(1) Customer Name:.....Telephone:

Contact Name:.....Title:

E-Mail.....

Address:

(2) Customer Name:.....Telephone:

Contact Name:.....Title:

E-Mail.....

Address:

(3) Customer Name:.....Telephone:

Contact Name:.....Title:

E-Mail.....

Address:

(4) Customer Name:.....Telephone:

Contact Name:.....Title:

E-Mail.....

Address:

ATTACHMENT A
COST PROPOSAL BID FORM *REQUIRED

Clinical Services	Standard hourly Cost	In-Kind Discount	Hourly Cost After In-Kind Discount
Speech and Language Screenings: Conduct screenings for children within 45 days of enrollment by a licensed Speech-Language Pathologist (SLP).			
Evaluation and Treatment: Screen, evaluate, and treat children referred for suspected disabilities affecting fine motor and gross motor skills, and sensory development.			
Results Sharing: Share the results of screenings, evaluations, and eligibility determinations of Head Start children with disabilities with Head Start staff for tracking and monitoring purposes.			
Family Meetings: Schedule meetings in collaboration with client with families to review the results of evaluations.			
Eligibility Meetings: Attend eligibility meetings for children qualifying for an Individual Education Plan that includes Occupational or Physical Therapy as a related service.			
Teacher Support: Model appropriate practices and provide support to teachers in Head Start classrooms on best practices.			
Classroom Observations: Conduct classroom observations and provide support and training for staff on managing classroom behaviors, sensory integration strategies, environmental adaptations, and techniques to enhance early childhood education and development.			
Service Eligibility Updates: Provide up-to-date information on the number of children found eligible for services.			
Coordination Meetings: Meet with the Disability Coordinator, Mental Health Manager, and Child Health and Safety Manager to discuss enrolled students with developmental and/or communication delays and active IEPs. Develop a schedule to implement speech and language therapy in the least restrictive environment per the Individual Education Plan.			

By signing below I certify that:

- This proposal is valid for 90 days for evaluation. The prices offered by the awarded contractor all services as set forth in Purchase Order shall not increase at any point during the Term.
- I fully understand all expectations of the requested services and will meet LSF’s Scope of Work as requested in **RFP-2024-07**.
- I understand I must submit a response per “Proposal Response Outline” in RFP

Printed Name: _____

Signature: _____

Telephone: _____ Email: _____

Date: _____

NO BID FORM

ATTACHMENT B COST PROPOSAL BID FORM *REQUIRED

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**Lutheran Services Florida
Procurement and Contracts Department
LSFProcurement@lsfnet.org
3627 A W Waters Ave
Tampa, FL 33614**

We are unable to submit a bid at this time due to the following reason(s):

- Do not meet minimum requirements
- Insufficient time to respond schedule
- Conflicts with production
- Do not offer these commodities/svcs
- Other (please state below)

Suggestions:

Company Name:

Signature & Title:

Street:

City:

State:

Zip:

Phone:

ATTACHMENT C STANDARDS OF CONDUCT

Lutheran Services Florida Head Start/Early Head Start requires that all LSF Head Start personnel, Delegates and Partners, Consultants and Volunteers, abide by the following Standards of Conduct:

1. Personnel will respect and promote the unique identity of each child, family, and employee and refrain from stereotyping on the basis of gender, race, ethnicity, religion or disability.
2. Personnel will follow program confidentiality policies concerning information about children, families and LSF Head Start employees.
3. Personnel will ensure that no child is left alone or unsupervised while under their care.
4. Personnel will use positive methods of child guidance and will not engage in corporal punishment, emotional, or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation or the use of food as punishment.
5. Employees cannot transport children and families in their personal vehicles or a company vehicle, other than a bus.

ETHICS OF EMPLOYMENT

The following Code of Ethics is to be followed for all officials and employees paid for by this grant, appointed and employed by LSF Head Start/Early Head Start, Delegates and Partners, Consultants and Volunteers.

1. No employee shall use an official position for personal gain, or shall engage in any business or transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the proper performance of official duties
2. No employee shall, without proper legal authorization, release confidential information concerning the property or affairs of LSF Head Start.
3. No employee shall accept any gift with a value of more than \$0.00 dollars whether in the form of service, loan, item or promise from any person, firm or corporation interested directly or indirectly in any manner whatsoever in business dealings with LSF Head Start.
4. Employees and Officials are to comply with LSF's Conflict of Interest Policy when they or their families have a financial interest in companies, businesses or institutions, which do business with LSF. Employees who have any doubt concerning possible violations of this section are advised to consult the Chief Executive Officer.
5. No employee shall engage in or accept private employment or render services for private interest when such employment or service is in conflict with the proper performance of official duties or would tend to impair independent judgment or action in the performance of official duties. Any employee having doubt as to the applicability of a provision of this Standards of Conduct/Ethics of Employment form to a particular situation should consult the Chief Executive Officer.
6. No person shall be hired as an employee if a member of that person's immediate family,

relatives, in-laws or significant other (as defined in the LSF Personnel Policies & Procedures Manual), is employed in the same office or same Program within Lutheran Services Florida or enrolled in the same Head Start location where the person is seeking employment. This section includes LSF Board members, Trustees, Head Start Policy Council, Delegates, Partners and paid employees.

This is to certify that I have read and understand that I am expected to abide by this Standards of Conduct and Ethics of Employment policy. I further understand that any violation of this policy may be subject to disciplinary action up to and including termination of employment.

Print Name: _____

Agency: _____

Signature: _____

Date: _____