



Special Education and Student Support Services

REQUEST FOR PROPOSAL NO. 01-NSSW-FY24

**Submittal Deadline:
FRIDAY, JULY 7, 2023
5:00 p.m. Eastern Time**

**PROPOSALS MUST BE SUBMITTED TO:
strategicsourcing@edisonlearning.com**

**NorthStar Academies, Inc.
1 East Broward Blvd, Suite 1599
Ft. Lauderdale, FL 33301**

NorthStar Academies, Inc. is an equal opportunity employer.

These documents need to be returned with your proposal to NorthStar Academies, Inc.

- SECTION 1 – SCOPE OF WORK**
- SECTION 2 – PROPOSAL REQUIREMENTS**
- SECTION 3 – PROPOSAL INSTRUCTIONS AND REQUIREMENTS**
- SECTION 4 – REPRESENTATIONS AND CERTIFICATIONS – *Signature Required***
- SECTION 5 – INVOICING REQUIREMENTS**
- SECTION 6 – PRICING SCHEDULE – *Signature Required***
- APPENDIX B – PROPOSER GUARANTEES – *Signature Required***

VENDOR COMPLIANCE PACKET

- New Vendor Identification Form
- Business License Copy, SunBiz Registration and VENDOR License
- W9 Request for Taxpayer Identification Number and Certification
- Prior Experience
- Insurance Specifications – *Certificate required for selected vendor*
- Background Check Affidavit – *Signature and Notarization Required*
- NON-DISCLOSURE AGREEMENT - *Signature Required*
- NON-COLLUSION STATEMENT - *Signature Required*

Proposal Copies

- One (1) Electronic Copy in PDF format – Emailed to:
strategicsourcing@edisonlearning.com.

NORTHSTAR ACADEMIES, INC. RFP# 01-NSSW-FY24

REQUEST FOR PROPOSAL

NORTHSTAR ACADEMIES (herein after referred to as “**SCHOOL**”) is requesting proposals from qualified, licensed vendors (herein after referred to as “**VENDOR**” to provide Special Education and Student Support Services at the following locations:

Chambers High School: 786 Homestead Blvd, Homestead, FL 33330

C.G. Bethel High School: 16150 NE 17th Avenue, Miami, FL 33162

Andrews High School: 3500 N. Andrews Avenue, Pompano Beach, FL 33064

Sunrise High School: 424 W. Sunrise Blvd., Ft. Lauderdale, FL 33311

Palm Beach Preparatory Charter Academy: 3525 S. Congress Ave., Palm Springs, FL 33461

Main Street High School, 1100 N. Main Street, Kissimmee, FL 34741

SECTION 1: SCOPE OF WORK

The vendor will provide Special Education Services that include, but are not limited to: Speech Language, Occupational Therapy, Physical Therapy, Psychological Services, and other Education Support Professional Services.

School reserves the right to award bid in whole to a single vendor or in part to multiple vendors, based on the best responses and the best interest of the school.

These services shall be kept by VENDOR and SCHOOL(S) in confidence and in a manner in keeping with legal and professional ethical standards.

A. VENDOR must be familiar with and capable of providing Individual Education Plan (IEP), Education Plan and 504 support, and associated documentation necessary to maintain compliance with IEPs, EPs, 504 and federal IDEA-Part B grants as it pertains to services provided.

B. VENDOR will complete, maintain, and distribute required forms including, but not limited to: parent permission or record release forms, reports, and gather other information required by the state of Florida. VENDOR will adhere to FLDOE Special Services policy and procedures, special education regulations, Medicaid, and requirements that would be applicable if the services were furnished by Florida Public Schools. VENDOR will comply with local, state, and federal regulations related to the services provided.

C. VENDOR will contact the school’s Special Education Coordinator or designee and provide her/him with any and all forms needed in the performance of the services required.

D. VENDOR shall provide follow-up for students who do not qualify for special education services to outside professionals or with community resources when appropriate.

E. VENDOR shall be responsible for preparing, in writing, all activity reports, evaluations, IEP goals and objectives, and student progress reports as may be necessary or required. Such reports shall be made available to the SCHOOL(s) and Leona Group special education administrators as needed or required.

F. VENDOR shall participate in conference as requested to coordinate the Services for individual students. Services shall be furnished to a student in accordance with the education plan approved by the School(s) responsible for the student's plan.

G. VENDOR staff will sign in/out at SCHOOL(s) indicating the date and hours of service.

H. SCHOOL(s) Special Education Coordinator or designee will notify VENDOR of potential referrals. The Special Education Coordinator will send out the prior written notice to parents, obtain parent and teacher data and will obtain parent permission for the evaluation. Once parent permission is obtained VENDOR personnel, assigned to provide services, will concur with SCHOOL(s) to set up a date and time to commence the services.

SECTION 2: PROPOSAL REQUIREMENTS

- Proposal must be detailed, including materials list, staffing plan, implementation plan and timeline, including proposed schedules.
- Proposal must include a fully completed Vendor Compliance Packet (attached).
- Proposals must be in pdf format.
- Proposals must be emailed to strategicsourcing@edisonlearning.com.
- The SCHOOL is a public charter school and is a non-profit; thus, no sales tax should be included in the proposal.
- **TIMELINE & DUE DATES:**
 - **DUE DATE:** Proposals must be emailed as a pdf. file with the subject line of: **"RFP# 01-NSSW-FY24 PROPOSAL [VENDOR NAME]"** to **strategicsourcing@edisonlearning.com no later than FRIDAY, JULY 7, 2023 at 5:00 p.m., EST.**
 - **VENDOR QUESTIONS:** All questions related to this RFP must be emailed to: **strategicsourcing@edisonlearning.com no later than Monday, June 28, 2023 at 5:00 p.m., EST.**
 - **RESPONSE TO VENDOR QUESTIONS:** Responses to all questions will be emailed to all vendors on **Wednesday, June 30, 2023.**
 - **Award Date: Wednesday, June 30, 2023.**

SECTION 3 - PROPOSAL INSTRUCTIONS AND DEFINITIONS

1. PREPARATION OF OFFERS

Offerors are expected to examine the attached instructions, provisions, clauses, attachments, exhibits, etc. Failure to do so will be at the Offeror's risk. It is understood and agreed that all

actions taken and information furnished by the Offeror as a result of this solicitation are at no cost or obligation to the NORTHSTAR ACADEMIES (**SCHOOL**) and/or NorthStar Academies, Inc. (NorthStar Academies) and shall not be construed as an obligation on the part of **SCHOOL** or NorthStar Academies to enter into a contract with the Offeror, whether or not the requirements reflected in this solicitation are terminated or modified.

Proposal is to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation as described in **Section 1, Scope of Work**. Emphasis should be concentrated on conformance to the proposal instructions, responsiveness to the proposal requirements, and the completeness and clarity of content. Offerors or authorized representatives are required to fully acquaint themselves as to federal and state procurement laws and regulations as it relates to this procurement.

SCHOOL and NorthStar Academies may accept within the time specified therein, any proposal (or part thereof); whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by SCHOOL and NorthStar Academies prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counteroffer on the part of SCHOOL and NorthStar Academies.

If the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail.

Proposals shall be valid for a minimum period of 120 days following the proposal due date. Proposals received shall be considered final and no proposal shall be altered, amended, or withdrawn after the specified closing date. SCHOOL and NorthStar Academies reserve the right at any time during this process to re-solicit its requirements if the proposals received do not meet SCHOOL's needs, or if terms and conditions during the negotiation process cannot be mutually agreed upon.

2. PROPOSAL FORMAT

Offeror shall prepare the proposal using the following format:

- PROPOSALS MUST BE IN PDF FORMAT in a single document.
- COVER LETTER: Cover letter shall be prepared on letterhead of the company or organization submitting the proposal and be signed by the Offeror's representative who has the legal capacity to enter the organization into a formal contract. The cover letter shall briefly summarize the Offeror's ability to provide the services specified in **Section 1, Scope of Work**. The cover letter should also include a complete disclosure of information as described below in Paragraph 12 and a statement describing any organizational conflicts of interest as described below in Paragraph 18.
- TABLE OF CONTENTS: Each proposal shall include a Table of Contents with page numbers for each of the requirements of the solicitation.
DESCRIPTION OF SERVICES AND QUALIFICATIONS: Each proposal must contain a detailed description of how the Offeror will provide the services described in **Section 1, Scope of Work**. Offeror may include descriptions of any enhancements, additional services, or expertise the Offeror will provide that are not specific to the solicitation.
- PRICING: Each proposal shall include a completed **Section 1a, Pricing Schedule** for fees proposed to perform services as described in **Section 1, Scope of Work**.

3. UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are neither required nor desired. This includes elaborate artwork, costly paper and bindings, and expensive visual and other presentation aids.

4. SUBMITTALS

One (1) electronic copy shall be submitted in .pdf format via email, with the subject line of “**RFP# 01-NSSW-FY24 PROPOSAL [VENDOR NAME]**” no later than **5:00 pm FRIDAY, JULY 7, 2023**. Proposals received after the deadline may not be accepted.

Emailed proposal copies should be submitted to: strategicsourcing@edisonlearning.com.

5. QUESTIONS AND EXPLANATIONS

ANY EXPLANATIONS DESIRED BY THE OFFEROR REGARDING THE MEANING OR INTERPRETATION of the solicitation must be requested in writing, email to allow for sufficient time for a reply to reach all Offerors before submission of their proposals. Any information given to an Offeror concerning a solicitation will be furnished to all Offerors as an amendment to the solicitation if such information is necessary to submit a responsive proposal. Any oral explanations or instructions given before the award shall not be binding.

All questions regarding this solicitation should be directed to strategicsourcing@edisonlearning.com no later than Friday, June 28, 2023. Responses to Vendor questions shall be transmitted by Friday, May 21, 2023.

6. ACKNOWLEDGMENT OF SOLICITATION AMENDMENT(S)

Receipt of an amendment to this solicitation by an Offeror must be acknowledged by signing and returning the amendment via letter or facsimile. Specific instructions will be provided in the Amendment Cover Letter. Such acknowledgment must be received prior to the hour and date specified.

7. LATE PROPOSALS, MODIFICATION OF PROPOSALS, AND WITHDRAWAL OF PROPOSALS

Any proposal received after the time specified for receipt will not be considered unless it is received before award is made; or (1) it was sent by means authorized and compliant with this solicitation, and determined by SCHOOL and NorthStar Academies that the late receipt was due solely to mishandling by the carrier or NorthStar Academies; or (2) it is the only proposal received; or (3) it can be determined that the competitive integrity of the solicitation was not compromised, and it is in the best interests of NorthStar Academies and SCHOOL to do so.

8. PRE-PROPOSAL MANDATORY MEETING AND SITE VISITS

No **Pre-Proposal Meeting and Site Visit will be held for this RFP**. Offerors are given the opportunity to ask questions and receive clarification regarding solicitation specifications and requirements as part of the Vendor Questions & Answers phase.

Vendors should not contact any school directly.

9. PROPOSAL VALIDITY & EXCEPTIONS TO TERMS

The submission of a proposal in response to the solicitation constitutes acceptance of these Proposal Instructions and Conditions and the Contract Terms and Conditions identified as a part of the solicitation. Any exceptions must be clearly identified, and the rationale fully supported by the Offeror.

10. PENALTY FOR MAKING FALSE STATEMENTS

The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

11. DISCLOSURE OF INFORMATION

Offeror must include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or pending investigation which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will deem the proposal to be non-responsive and become disqualified from award. SCHOOL and NorthStar Academies reserve the right to reject any proposal based upon the Offeror's prior history with SCHOOL and/or NorthStar Academies.

12. COMPANY INFORMATION

Proposals must include a minimum of three (3) business references consisting of current or previous customers of comparable size (i.e., schools of 200-500 students per location, or similar scope of work). Please complete **Attachment A - Prior Experience**. Include company name, address, telephone number, email address, contact person, and a description of the services provided for each reference.

Reference letters may be included, but reference contact information is required.

13. TECHNICAL PROPOSAL

The technical proposal shall consist of (1) Materials List (2) Implementation Plan and (3) Reports & Assessments Plan. The Plans are described below.

MATERIALS LIST

The Materials List shall include detailed specifications for materials to be used and examples of items used during therapy, (i.e., psychological tests, examples of occupational manipulatives, etc.) This list does not have to be all inclusive but should demonstrate the tools VENDOR intends to use to provide services.

IMPLEMENTATION PLAN

The Implementation Plan shall include the steps for implementing the contract, timeline for assigning individual service providers, and finalization of therapy schedules for each school. The Implementation Plan should include a Staffing Plan, along with the resume and professional license of the anticipated provider(s).

REPORTS & ASSESSMENTS

VENDOR shall provide examples of assessment reports, therapy plans and IEP documentation they maintain and provide to school as documentation. All student names and personal data MUST BE EXTRACTED for purposes of this evaluation. This requirement is for bid evaluation purposes only. It is understood that additional or other assessment may be required or used depending on individual circumstances IEPs and student needs.

14. PROPOSAL EVALUATION FACTORS

A Review Committee will perform proposal evaluations. The Review Committee members will have expertise in contract management, budgeting, operations, and special education supervision.

The evaluation shall consist of a (1) technical determination that the Offeror’s proposal does or does not meet the requirements of **Section 1, Scope of Work**; (2) a determination that the Offeror is otherwise eligible for award, taking into account responsiveness to the solicitation; and (3) a determination of Offeror’s responsibility contained in this solicitation.

Proposals meeting the requirements and determined eligible for award by the Review Committee and shall then be evaluated based on price offered. The top (3) three vendors may then be invited to present orally to the Review Committee for an additional (5) five bonus points to be added to their overall score. Oral presentations are not guaranteed, so vendors should include all pertinent information in their official submission document.

Factors/Criteria Weight:

Quality of Proposal	10 Points
Experience with Schools	20 Points
Materials Plan	10 Points
Implementation Plan	10 Points
Reports & Assessments	10 Points
Cost	40 Points
TOTAL: 100 points	
Bonus for Oral Presentation: 5 Points	

15. BUSINESS LICENSES

Proposal shall include a copy of Offeror’s Florida Business License, evidence of registration with SunBiz and copies of providers’ licenses. Licenses & certifications of all providers must remain current for tenure of the contract, including any subsequent renewals.

16. BACKGROUND CHECK

Florida State law requires a fingerprint supported criminal history background check for all public and nonpublic school regular and contract employees. Requirements apply to local and intermediate school districts, public school academies, and nonpublic schools.

Fingerprint supported background checks are performed by the Criminal Justice Information Center, Florida Department of State Police. Detailed information regarding the required background checks is included in this proposal as **Attachment B – Background Check**. Vendors are responsible for knowing the requirements for working in public schools and must provide proof of a successful Level 2 Background check in accordance with the school district’s requirements for each vendor employee working in the school.

ABSOLUTELY, NO CONVICTED FELONS are permitted to work on any SCHOOL and/or NorthStar Academies property. Proof of background check must be received before work can begin under this contract (see **Attachment B – Background Check**).

17. ORGANIZATIONAL CONFLICT OF INTEREST

It is the policy of NorthStar Academies to avoid situations which place an Offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have which relates to the work to be performed pursuant to this solicitation or where the Offeror's performance of such work may provide it with an unfair competitive advantage.

The Offeror shall prepare a statement, which describes, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial technically sound and objective assistance or advice, or (2) being given an unfair competitive advantage.

In the absence of any relevant interest referred to above, the Offeror shall provide a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest.

The refusal to provide the disclosure or representation and any additional information, as required, shall be considered non-responsive and shall result in disqualification of the Offeror for award.

18. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Proposals will be held in confidence and will not be made available to other Offerors. Likewise, the Offeror agrees to hold in confidence any and all information included in this solicitation and any other information provided by SCHOOL and NorthStar Academies and will not disclose to a third party any part of the solicitation, except as necessary to respond to the proposal.

Response to the solicitation is for the sole use of SCHOOL and NorthStar Academies, and their agents for evaluation purposes and does not create any obligations or responsibilities on behalf or in the name of SCHOOL and NorthStar Academies, nor does it create or imply any binding contractual relationship between SCHOOL and NorthStar Academies and the Offeror. Finally, no such obligations, responsibilities, or relationships will be created in the absence of a written Contract between SCHOOL and NorthStar Academies and the Offeror.

All proposals and other materials submitted will become the property of SCHOOL and NorthStar Academies and will not be returned to the Offeror.

Vendors must return **Attachment C – Non-Disclosure Agreement** with the proposal as acknowledgment that the recipient of this solicitation by its retention and use agrees to the foregoing restrictions and shall protect the document and the information contained herein from loss, theft, and misuse.

Access to Records

The parties hereto agree to make available to duly authorized representatives of the U.S. Department of Health and Human Services or the Comptroller or any duly authorized representatives, all contracts, books, documents, and records of the parties providing services hereunder necessary to verify the costs of the services provided under this Agreement. Such access will be granted until the expiration of five (5) years after the services are furnished

under this Agreement. Similar access will also be granted to the contracts, books, records, and documents subject to Section 1861 of the Social Security Act between the parties providing the services hereunder and any obligation related to such parties. PROVIDER acknowledges that all records arising from clinical activities remain the property of the SCHOOL(s). These records include all case files, daily notes taken by therapists, IEP's, progress notes, and quarterly reports.

HIPAA Privacy Protection and Confidentiality

Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 ("HIPAA") and the regulations promulgated hereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (the "Privacy Regulations"), and other applicable laws, in each case, as amended from time to time, Provider understands and agrees to abide by NORTHSTAR ACADEMIES' privacy policies and to not use or further disclose any student's personal health information except as expressly permitted by this Agreement or as otherwise authorized in writing by the patient through a consent or authorization meeting the requirements of the Privacy Regulations. Provider agrees to implement appropriate safeguards to prevent the unauthorized use and disclosure of any student's personal health information received by Provider under this Agreement. In addition, Provider shall make available to NORTHSTAR ACADEMIES' the protected health information for amendment purposes, should changes to the information be necessary or to provide an accounting of disclosures of the protected health information.

Confidentiality

These services shall be kept by VENDOR and SCHOOL(S) in confidence and in a manner in keeping with legal and professional ethical standards.

Definitions.

A. "Confidential Information" means and includes any and all information, in any form, format or media and whether or not identified or designated as "confidential", disclosed or provided to, received by, or otherwise learned by VENDOR or VENDOR's Personnel, or to which VENDOR or any VENDOR's Personnel has or is given access, concerning NorthStar Academies, Inc. or its affiliates, or its or their respective businesses or operations, including any and all information concerning NorthStar Academies, Inc.'s or its affiliates' respective business practices, plans, projections, finances, employees, contracts, pricing, strategies, processes, trade secrets, methods, or current or prospective customers. Confidential Information also means and includes all (A) Personal Data (as hereinafter defined), (B) notes, compilations, analyses, studies or other documents prepared by VENDOR or its personnel, including Work Product (as hereinafter defined) containing or reflecting any Confidential Information, and (C) other information of or about third parties that NorthStar Academies, Inc. or any of its affiliates is obligated by law or contract to keep confidential, including information of concerning its customers or others with which it has business relationships. Notwithstanding the foregoing, Confidential Information shall not include any information that is received by VENDOR on a non-confidential basis from third party not under an obligation of confidentiality with respect to such information, or independently developed by VENDOR without reference to or use of Confidential Information; provided that the foregoing exclusions shall be inapplicable to Personal Data which at all times shall be and remain Confidential Information subject to the confidentiality and other restrictions set forth herein.

B. "Personal Data" means and includes any and all personally identifiable information, education records, protected health information, individual financial information and other

information, in any form, format or media (including records that are handwritten and records in the form of print or computer media, video, audiotape and film), of or about any (i) current, former or prospective NorthStar Academies, Inc. employee, (ii) current, former or prospective student of NorthStar Academies, Inc. or any school operated or managed by NorthStar Academies, Inc. or to which NorthStar Academies, Inc. provides any products or services, including such current, former or prospective student's name, address and social security number, (iii) other person associated with NorthStar Academies, Inc., or (iv) individual (whether or not covered by the preceding clauses (i), (ii) or (iii)) that is subject to state or federal laws, rules or regulations restricting the use and/or disclosure of such information, including, but not limited to, the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA"), and the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164) ("HIPPA").

Personal Data includes: (1) an individual's, name, address, social security number, bank or other financial account numbers, credit or debit card numbers, driver's license number, passport number, other government-issued identification numbers, biometric data, and health and medical information; (2) financial information, employee benefits information, NorthStar Academies, Inc. identification numbers, and any information about an individual that has been marked as private; and (3) any additional categories of information about individuals that NorthStar Academies, Inc. from time to time designates as Personal Data.

Restrictions on Disclosure and Use. During the term of this Agreement and at all times thereafter, VENDOR and VENDOR's Personnel shall: (i) hold Confidential Information strictly confidential and not disclose or publish any Confidential Information to any person or entity, or permit or suffer any person or entity to access or use any Confidential Information, other than those of VENDOR's Personnel who have (A) a need to know such Confidential Information for purposes of performing services for NorthStar Academies, Inc. pursuant to this Agreement, and (B) agreed in writing (in forma and substance satisfactory to NorthStar Academies, Inc.) to restrictions on the disclosure and use of such Confidential Information that are at least as restrictive as those set forth in this Section 6; (ii) not use, or permit or suffer any other person to use, Confidential Information, except for the sole and express purpose of performing VENDOR's obligations and providing services to NorthStar Academies, Inc. under and pursuant to this Agreement and otherwise in compliance with this Agreement and all applicable laws, rules and regulations; and (iii) comply with all federal, state and local laws, rules and regulations restricting access to and/or use and/or disclosure of Personal Data, including FERPA and HIPPA.

C. Other Requirements. In addition to complying with the other provisions of this Agreement requiring the protection of Confidential Information, VENDOR shall:

(i) implement and maintain appropriate technical and physical security measures for Personal Data to protect and preserve the confidentiality and privacy of Personal Data, and continually review and revise such measures to address evolving threats.

(ii) cause all Personal Data to be encrypted when transmitted by VENDOR or VENDOR's Personnel via the Internet or any other public network, or wirelessly.

(iii) ensure that any server computers of VENDOR or its independent VENDORS hosting any Personal Data are not directly accessible from the Internet and that communications between such servers are secure, segregate such servers from user computers on any internal data network, and require any independent VENDOR who receives Personal Data from VENDOR to comply with these requirements.

(iv) ensure that VENDOR and VENDOR's Personnel do not store Personal Data (A) in any portable device, for example laptops, PDAs, smartphones, or similar devices, (B) in any unencrypted portable media, for example DVDs, flash drives or backup tapes, and (C) on any servers located outside the United States.

(v) notify NorthStar Academies, Inc. immediately upon learning of any unauthorized access or use of Personal Data or any event that creates a substantial risk of unauthorized acquisition or use of Personal Data or of other harm to any person whose Personal Data is involved in the event.

(vi) comply with such additional protections with respect to Confidential Information and Personal Data as NorthStar Academies, Inc. shall reasonably request from time to time; and

(vii) indemnify and hold NorthStar Academies, Inc. and its affiliates harmless from and against any loss, cost, damage or expense suffered by any of them as a result of any unauthorized disclosure or use by VENDOR or VENDOR's Personnel of Personal Data or any noncompliance with or breach of this Section 6 by VENDOR or any VENDOR's Personnel, including but not limited to the cost of notification of affected persons in the event of the unauthorized disclosure of education records or Personal Data.

D. NorthStar Academies, Inc.'s Property. Confidential Information shall at all times be the confidential and/exclusive property of NorthStar Academies, Inc. Nothing herein shall be construed to convey to VENDOR or any other person any right, title or interest or copyright in any Confidential Information or Work Product, or any license to use, sell, exploit, copy or further develop any thereof, except solely for NorthStar Academies, Inc.'s benefit and as may be necessary to perform services under this Agreement and otherwise in compliance with this Agreement.

E. Return of Confidential Information. VENDOR shall, at any time at NorthStar Academies, Inc.'s request and in any case upon termination of this Agreement, promptly return and/or destroy all Confidential Information as directed by NorthStar Academies, Inc. VENDOR and VENDOR's Personnel shall not retain any copies of Confidential Information and shall cause all copies of Confidential Information in any form, format or media, whether held by VENDOR or any of VENDOR's Personnel or another person or entity who received Confidential Information from VENDOR or VENDOR's Personnel, to be deleted or destroyed, provided that in every case Personal Data shall be disposed of in such a manner that thereafter it cannot practicably be read or reconstructed from any devices, media or records of any kind held by VENDOR, or VENDOR's Personnel or any other person or entity. VENDOR shall, upon request by NorthStar Academies, Inc., certify to NorthStar Academies, Inc. its and all VENDOR's Personnel's compliance with this paragraph.

19. NON-COLLUSION STATEMENT

Vendors must complete **Attachment D – Non-Collusion Statement** with the proposal.

20. CONDITION OF AWARD

The award is conditional on availability of funds. SCHOOL and NorthStar Academies reserve the right to award a contract to other than the lowest proposal and to reject any or all proposals. The primary consideration for the award will be which Offeror can perform in a manner most advantageous to SCHOOL and NorthStar Academies. SCHOOL and NorthStar Academies may award a contract, based on initial proposal received, without discussion on such proposals. SCHOOL and NorthStar Academies may make an award based on any or all items listed in the solicitation. Accordingly, each initial proposal should be submitted on the

most favorable terms from a price and technical standpoint. Any financial data submitted hereunder or any representation concerning facilities or financing will not form a part of any resulting contract. If the resulting contract contains a clause for price reduction for defective cost or pricing data, the contract will be subject to reduction of cost or price if the cost or pricing data furnished is incomplete, inaccurate, or not current.

21. PRE-AWARD SURVEY OF OFFEROR'S FACILITIES

SCHOOL and NorthStar Academies reserve the right to perform a pre-award survey of Offeror's facilities. The purpose of the survey is to determine if Offeror has an acceptable facility and adequate tools, personnel, and resources to accomplish the services as described in **Section 1, Scope of Work**. The results of the survey, if performed, will be included in the evaluation criteria for the award.

22. ORAL PRESENTATIONS

Oral presentations may be requested of qualified Offerors to further discuss their proposal. The Offerors will be contacted by the NorthStar Academies Strategic Sourcing Manager, Paula Asbury, if oral presentations are requested. Oral presentations may be scheduled via a video conference.

23. REJECTION AND NOTIFICATION

SCHOOL and NorthStar Academies reserve the right to accept or reject any part, or all proposals submitted in response to this solicitation. SCHOOL and NorthStar Academies may enter into negotiations with more than one Offeror simultaneously in response to their proposals. SCHOOL and NorthStar Academies shall not be obligated to explain its final selection or disclose anything about the selected Vendor's proposal. SCHOOL and NorthStar Academies reserve the right not to consider any substitutions, deviations, or reject proposals that are nonresponsive to the solicitation.

24. CERTIFICATION

By responding to the solicitation, the Offeror certifies that it shall operate in accordance with all applicable state and federal regulations. In addition, the Offeror understands that all Terms and Conditions within the solicitation shall be incorporated in the resulting contract document. It is the Offeror's responsibility to ensure that all information included in their proposal is current, complete, and accurate.

INDEMNIFICATION

A. Legal Representation and Costs

- (1) Except as expressly provided herein or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representations and legal costs.
- (2) As more fully described below, and except where there is an actual or potential conflict of interest, SCHOOL and Vendor shall fully cooperate with one another and their respective legal counsel in connection with any legal claim asserted against either of them.

B. Indemnity to Property or Persons

- (1) Vendor shall indemnify and save and hold SCHOOL, the Board, NorthStar Academies, their employees, officers, directors, Subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring in, on, or about SCHOOL from the negligent, grossly negligent or reckless actions and omissions or willful

misconduct committed. Upon timely written notice from SCHOOL, Vendor shall defend SCHOOL and/or NorthStar Academies in any such action or proceeding brought thereon.

- (2) SCHOOL shall indemnify and save and hold Vendor, its partners, directors, officers and employees, harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring from the negligent, grossly negligent or reckless actions and omissions or willful misconduct committed by SCHOOL or by its employees, officers Subcontractors, or agents. Upon timely written notice from Vendor, SCHOOL shall defend Vendor in any such action or proceeding brought thereon.

C. No Waiver

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the parties under applicable state governmental immunities laws.

3.4 INSURANCE

A. Liability Insurance

- (1) Vendor shall secure and maintain, at its expense, for the protection of SCHOOL, NorthStar Academies, Vendor, and their respective officers, directors, employees, students, teachers and volunteers, insurance per **Vendor Compliance Packet – Insurance Specifications**, covering Vendor’s liability arising out of its performance of its duties under this agreement. Such insurance shall be issued by an insurance company or companies selected by Vendor and licensed to do business in the state where the services are provided. Except as otherwise agreed in writing by SCHOOL and Vendor, all such insurance coverage shall be primary insurance, and whenever possible, shall be occurrence-based insurance and not claims made insurance. Sunrise High School and NorthStar Academies will be added as Additional Insured on Vendor’s commercial general liability and (where required) automobile liability.
- (2) SCHOOL shall secure and maintain, at its expense, for the protection of Vendor, SCHOOL, their respective officers, directors, employees, students, teachers and volunteers, insurance covering SCHOOL liability arising out of its performance of its duties under this agreement. Such insurance policies shall be issued by an insurance company or companies selected by SCHOOL and licensed to do business in the state where the services are provided. Except as otherwise agreed in writing by SCHOOL and Vendor, all such insurance coverage shall be primary insurance, and, whenever possible, shall be occurrence-based insurance and not claims made insurance.
- (3) The insurance policies maintained pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after thirty (30) days written notice to Vendor, SCHOOL, and NorthStar Academies Strategic Sourcing Department, at (754) 778-2651 or via e-mail at strategicsourcing@edisonlearning.com. The parties shall furnish one another certified copies of their insurance policies or else Certificates of Insurance which demonstrate compliance with this Agreement.

B. Workers Compensation Insurance

Each party shall secure and maintain workers’ compensation insurance covering its own employees. Evidence of workers’ compensation coverage is required.

C. Coordination of Risk Management

The parties shall coordinate risk management activities with one another. This will include per Section B above, the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of state governmental immunity laws and applicable insurance policies. Regardless of whether or not Vendor provides insurance for SCHOOL Vendor shall give SCHOOL prompt written notice of each legal claim made against it arising out of its services to the school. Neither Vendor nor SCHOOL shall compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured or indemnified by or through the other party without the approval of the other party.

HAZARDOUS SUBSTANCES AND PRE-EXISTING CONDITIONS.

Vendor has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to SCHOOL or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the Hazardous Substances”) at SCHOOL’s Facility or their surrounding premises; and such duties have not been included in the Vendor Fee. SCHOOL will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Contract, regarding such Hazardous Substances on the Facility’s premises. SCHOOL will inform Vendor of the presence of such Hazardous Substances and acknowledges that Vendor employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Vendor has advised SCHOOL and NorthStar Academies that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by SCHOOL, NorthStar Academies, or a third party retained by NorthStar Academies. In no case will any Vendor employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, AHERA”), which duties remain solely with SCHOOL.

Vendor will not be responsible for any conditions that existed in, on, or upon the Facility before the Commencement Date of this Contract (“Pre-Existing Conditions”), including, and without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained below, SCHOOL and NorthStar Academies will indemnify, defend, and hold Vendor harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) that Vendor may incur in connection with any Pre-Existing Conditions. All parties acknowledge and agree that Vendor responsibilities hereunder are limited to **Section 4, Scope of Work** as defined in the Contract.

ASSIGNMENT

Neither this Contract nor any interest therein including any claim there under shall be assigned or transferred by the Vendor to another entity, except as expressly authorized in writing by SCHOOL and NorthStar Academies. SCHOOL and NorthStar Academies reserve the exclusive right to assign this Contract and all rights and interest therein.

3.9 ACCEPTANCE

Acceptance shall be made in accordance with the criteria established in **Section 1, Scope of Work**, and elsewhere in this Contract. SCHOOL and NorthStar Academies shall not be held liable to reimburse the Vendor for work performed that does not meet the acceptance criteria.

3.10 PAYMENT

All invoices presented by the Vendor shall be submitted and paid in accordance with the terms and conditions referenced in **Section 5, Invoicing Requirements**. Payment terms are Net 30. In the event specific invoices include charges for items that do not comply with the requirements of this Contract, SCHOOL may refuse payments for said charges. SCHOOL shall not pay finance charges or interest to the Vendor. A Final Release Form shall be submitted with the Vendor's final invoice.

3.11 HEALTH AND SAFETY

The Vendor shall comply and provide reporting for all Health and Safety requirements identified in this Contract. Non-compliance with any Health and Safety requirement may be grounds for Contract termination.

3.12 DISPUTES

Any unresolved dispute may be settled by appropriate legal proceedings. However, pending any decision, appeal or judgment in such proceeding, the Vendor shall proceed diligently with the performance of this contract as directed by SCHOOL. Failure of the parties to agree upon any adjustment shall be a dispute.

3.13 DRUG POLICY

- A. Vendor agrees to advise its employees and the employees of its Subcontractors and agents that it is the policy of SCHOOL and NorthStar Academies that:
- (1) The manufacture, dispensation, sale, offer for sale, purchase, use, transfer, or possession of illegal drugs on SCHOOL premises is prohibited.
 - (2) Employees, while on SCHOOL or NorthStar Academies premises, are prohibited from being under the influence of alcohol ("Under the Influence" means that the employee is affected by alcohol in any detectable manner).
 - (3) Probable cause drug and alcohol testing during the performance of this contract shall be at the discretion of SCHOOL and NorthStar Academies.
 - (4) Entry onto SCHOOL or NorthStar Academies premises constitutes consent to an inspection of the employee and his or her vehicle as personal effects while entering, being on, or leaving premises.
 - (5) Any employee who is found in violation of this policy or who refuses to permit an inspection may be removed or barred from SCHOOL or NorthStar Academies premises at the discretion of SCHOOL and/or NorthStar Academies. As used herein, "SCHOOL premises" and "NorthStar Academies premises" means property, leased or otherwise, including government-owned project site locations in which SCHOOL and NorthStar Academies business is being conducted, and SCHOOL or NorthStar Academies owned or rented vehicles and/or equipment.
- B. Vendor shall defend and hold SCHOOL and NorthStar Academies harmless from any suits or claims by its employees relating to enforcement of this provision.

3.14 COMPLIANCE WITH LAWS

All parties shall comply with applicable federal and state laws now in effect or hereinafter promulgated during the term of this Contract. If any provision of this Contract violates any federal or state law, now or hereinafter in effect, such provisions shall be automatically amended into this Contract from and after the date of such provision to the extent necessary to be in conformity with such law.

3.15 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

Vendor shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam veteran per Executive Order 11246, entitled as amended by Executive Order 11375 and Department of Labor, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees.

3.16 TERMINATION

This contract may be terminated by the SCHOOL or the Vendor. At that time, the Party (the "Notifying Party") will give the other Party (the "Responding Party") written notice that sets forth the Notifying Party's reasons for considering termination in sufficient details. During the ten (10) day period following receipt of such notice, both Parties will discuss, in good faith, the Notifying Party's reasons for considering termination, in an effort to avoid the need for termination. After the ten (10) day discussion period, the Notifying Party, if not fully satisfied, may terminate the Contract at that time.

Notwithstanding any provision in this Contract to the contrary, Vendor may terminate this Contract immediately at any time if SCHOOL fails to pay Vendor any amounts due hereunder within the time period provided in this Contract for such payment, and such failure continues for a period of thirty (30) days following written notice by Vendor to SCHOOL of such failure.

3.17 FORCE MAJEURE

If either Party is rendered unable to perform its duties under this Contract, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform exceeds thirty (30) days, then either Party may terminate this Contract by written notice, effective upon the other Party's receipt of such written notice.

3.20 NON-APPROPRIATION OF FUNDS

SCHOOL may terminate this contract, in whole or in part due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCHOOL shall pay for the costs of all of the services provided by Vendor, if any, incurred up to the date of the termination notice.

3.21 CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in either parties' business or the business of any

subsidiary or affiliate of parties shall be the property of the originating party and shall be confidential. Each party shall keep such information confidential and shall so instruct its agents, employees, and independent VENDORS, and the use of such information in any manner shall not affect the ownership or the confidential nature of such information. Neither party shall photocopy or otherwise duplicate any such materials without the prior written consent of the originating party. SCHOOL agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), used by the Vendor at SCHOOL in connection with this Contract provided by Vendor shall remain the property of Vendor. Upon termination of this Contract, all use of trademarks, service marks and logos owned by Vendor or licensed to Vendor by third parties shall be discontinued by SCHOOL and shall immediately return to the Vendor all Proprietary Materials.

3.22 SURVIVAL

References in this Contract regarding hazardous substances, pre-existing conditions, restrictions on hiring supervisory employees, indemnity, limitation of liability, insurance, prepaid Vendor contracts, start-up costs, purchase of inventory, confidential information, and proprietary materials will survive the term and termination of this Contract.

3.23 NO WAIVER

No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Contract will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of SCHOOL or the Vendor to exercise any right or remedy available under this Contract upon the other Party's breach of the terms, representations, covenants or conditions of this Contract or the failure to demand the prompt performance of any obligation under this Contract shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

3.24 SEVERABILITY

If any court of competent jurisdiction holds that one or more provisions of this Contract is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Contract, and all other provisions will remain in full force and effect.

3.25 COMPLIANCE CERTIFICATION

The Offeror certifies that they are in compliance with:

Clean Air Act, Section 306 of (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations

Certification Regarding Lobbying pursuant to 31 USC 1352, Appendix A: 7 CFR Part 3018

Disclosure of Lobbying Activities pursuant to 31 USC 1352, Appendix A: 7 CFR Part 3018

Energy Policy and Conservation Act

Buy American Act

Civil Rights Act of 1964 with the following civil rights laws, as amended: Title VI of the Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.

3.26 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

When feasible, SCHOOL and NorthStar Academies strive to provide opportunities to Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). Awardee should make every effort to give a portion of work subcontracted to Minority and Women-owned Businesses and keep a record of efforts to obtain MBE and WBE participation. This information will be used during periodic performance evaluations.

3.27 SUBCONTRACTS

The NorthStar Academies' Strategic Sourcing Manager, Paula Asbury, shall be notified prior to the execution of any subcontracts issued by the Vendor in support of **Section 1, Scope of Work** prior to execution. All Subcontractors are the responsibility of the VENDOR, including all costs. VENDOR is responsible for ensuring Subcontractors are properly licensed, vetted, and have background checks in accordance with this agreement. Invoices for work performed by a Subcontractor are considered a business expense of the VENDOR and as such should be considered when a proposal for work is submitted by the VENDOR to the SCHOOL.

3.28 RENEWAL

Contract may be renewed for up to four (4) years by mutual agreement with VENDOR and SCHOOL. Pricing adjustments must not exceed Consumer Price Index (CPI) and must be approved by SCHOOL. Contract does NOT automatically renew.

SECTION 4

REPRESENTATIONS AND CERTIFICATIONS

Request for Proposal Number: NO. 0101NSSW-FY24

Name and Address of Offeror: _____

Point of Contact: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

By signing below, the Offeror certifies, under the penalty of law, that the Representations and Certifications are accurate, current, and complete. The Offeror further certifies that it will notify NorthStar Academies, Inc.'s Strategic Sourcing Manager at strategicsourcing@edisonlearning.com of any changes to these Representations and Certifications.

Signature of Authorized Representative

Date

Typed Name and Title

SECTION 4

REPRESENTATIONS AND CERTIFICATIONS (CONTINUED)

4.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Offeror certifies, to the best of its knowledge and belief, that -

The Offeror and/or any of its Principals-

- A. Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- B. Have () have not (), within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- C. Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses.
- D. The Offeror has () has not () within the past three years, relative to tax, labor, and employment, environmental, antitrust, or consumer protection laws-
 - (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

If the Offeror has responded affirmatively, the Offeror shall provide additional information, if requested by NorthStar Academies' Contracts Coordinator; and

- E. The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- (1) This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification

May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsive.
- (4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (5) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, the Contracts Administrator may terminate the contract resulting from this solicitation for default.

4.2 SMALL BUSINESS PROGRAM REPRESENTATIONS

The North American Industry Classification System (NAICS) was adopted on April 9, 1997, by the Office of Management and Budget as the industry classification system used by the statistical agencies of the United States. NAICS replaces the 1987 Standard Industrial Classification. NAICS is a unique system for classifying businesses into groups depending upon the service or items produced. Detailed information regarding NAICS can be found at <http://www.census.gov/epcd/www/naics.html>.

The North American Industry Classification System (NAICS) code for this acquisition is 561210, Facility Support Services. The small business size standard is \$32.5M.

Representations

- (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern above.] The offeror represents, for general statistical purposes, that it () is, () is not, a small, disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in Paragraph 2.] The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

- (4) [Complete only if the offeror represented itself as a small business concern in Paragraph 2 of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in Paragraph 2.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- Means a small business concern-
- Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- Whose management and daily business operations are controlled by one or more women.

- (6) [Complete if offeror represented itself as disadvantaged above.]

The offeror shall check the category in which its ownership falls:

- _____ Black American
- _____ Hispanic American
- _____ Native American
- _____ Asian-Pacific American
- _____ Subcontinent Asian-Indian American
- _____ Individual/concern, other than one of the preceding.

4.3 PROHIBITION OF SEGREGATED FACILITIES

- A. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

B. The Vendor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

C. The Vendor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

4.4 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that-

It () has, () has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

It () has, () has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed Vendors, will be obtained before contract awards.

4.5 AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that:

It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION 5: INVOICING REQUIREMENTS

The VENDOR shall submit invoices to NorthStar Academies' Accounts Payable, via email at elfloridaregion.ap@edisonlearning.com before the 5th day of the month following the month of service. Payment terms are Net 30.

Invoices must clearly identify the contract number, Vendor's name, remittance address, item(s) or service(s) being invoiced (including quantity, unit price, and extended price, as applicable). The invoices shall include invoice date, invoice number, name of provider, specific services provided (ex: Speech, OT, PT, psychological, etc.), total number of hours by student and date, total number of hours billed, hourly rate and total amount invoiced. Timesheets must accompany the invoice and be signed by the SCHOOL principal or appointed designee.

In the event specific invoices include charges for items that do not comply with the requirements of this Contract, School and NorthStar Academies may refuse payments for said charges. School and NorthStar Academies shall not pay finance charges or interest to the Vendor. A Final Release Form shall be submitted with the Vendor's final invoice.

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SECTION 6: PRICING SCHEDULE

Vendors should complete the following table with proposed pricing for their services. Pricing should be delineated by type of expense with a combined total amount.

Service Specialty	Hourly Rate
Speech Pathology	\$
Occupational Therapy	\$
Physical Therapy	\$
School Psychologist	\$
ESE Specialist	\$
Board Certified Behavior Analyst	\$
Board Certified Assistant Behavior Analyst	\$
Registered Nurse	\$
Licensed Practical Nurse/CNA	\$
Teacher of the Visually Impaired	\$
Sign Language Interpreter	\$
Counselor	\$
Social Worker	\$

I certify that I am authorized to offer the above pricing for my company and to ensure the performance of the requirements of this proposal.

SIGNED: _____

Printed Name: _____

Title: _____

Company: _____



Vendor Compliance Packet

This Vendor Compliance Packet is being delivered in connection with, and pursuant to, an Independent Contractor Agreement (the "IC Agreement") between _____ ("Contractor") and NorthStar Academies, Inc. ("NorthStar Academies").

INSURANCE REQUIREMENTS

Minimum insurance requirements:

- Commercial General Liability insurance with limits of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate, to include contractual liability, products and completed operations coverage as well as the following:
 - NorthStar Academies, Inc. and subsidiaries/affiliates included as an additional insured (CG 20 10 and CG 20 37)
 - Waiver of Subrogation in favor of NorthStar Academies, Inc. and subsidiaries/affiliates
 - Assault & Battery
 - Errors & Omissions
 - Punitive Damages
 - Contractual Personal Injury
 - ** ADD: Sexual Physical Abuse & Molestation \$1M per occurrence, \$3M aggregate**
- Automobile Liability insurance of one million dollars (\$1,000,000) including:
 - NorthStar Academies, Inc. and subsidiaries/affiliates included as an additional insured
 - Waiver of Subrogation in favor of NorthStar Academies, Inc. and subsidiaries/affiliates
- Workers' Compensation insurance with statutory primary coverage and at least one million dollars (\$1,000,000) of Employers Liability. No employees or sole proprietors may be exempt from coverage if they are on NorthStar Academies, Inc. and subsidiaries/affiliates premises. Policy must include a Waiver of Subrogation in favor of NorthStar Academies, Inc. and subsidiaries/affiliates
- Employee Theft Coverage for acts of Contractor's employees with limits of at least \$500,000

Other Requirements:

- All carriers must have a AM Best rating of A-, VII or better
- All such insurance shall be primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of EdisonLearning
- Contractor shall provide EdisonLearning with certificates of insurance from Contractor's insurer evidencing the insurance coverage specified herein this Agreement and otherwise evidencing all requirements hereof.
- Each certificate of insurance shall name NorthStar Academies, Inc. and its affiliates as an additional insured and provide that NorthStar Academies, Inc. shall be provided with thirty (30) days' advance written notice in the event of a cancellation or material change in Contractor's insurance policy(ies).
- The Certificate Holders for each certificate should read:

NorthStar Academies, Inc.
One East Broward Ave, Suite 1599
Fort Lauderdale, FL 33301
- If applicable and as directed by NorthStar Academies, Inc., the same insurance and certificate requirements shall apply to schools under NorthStar Academies, Inc. management or to which it is providing products or services.
- All insurance required hereby must be maintained in full force and effect for the entire term of the IC Agreement.

Business License
(provided by Contractor)

Not Necessary if Sole-Proprietor and/or Non-Profit Entity

AND/OR

Industry Certificate
as appropriate
(state licensure, trainer certification, etc.)

Affidavit of Compliance

Background Checks Using Fingerprint Documentation

Attached is a list of all personnel of Contractor (employees and independent contractors) who will perform services under the IC Agreement. Contractor will provide an updated list if any others are expected to perform services under the IC Agreement.

All personnel of Contractor performing services under the IC Agreement must have passed a criminal background check, and otherwise meet the applicable standards of law to perform the services contemplated by the IC Agreement.

If the services are being performed in or with respect to any school client of EdisonLearning, prior to assigning such personnel to perform such services, Contractor must have performed a criminal background check on each person in accordance with the applicable standards and requirements of the state or school district in which such services are being performed, and the results thereof must satisfy the standards and requirements of the state or school district in which such services are being performed. Contractor must repeat background checks on any personnel who last check was performed more than five (5) years before. Contractor must provide evidence that all personnel who perform work at or for a school have successfully passed a Level 2 background check in accordance with the above stated requirements.

As an authorized representative of Contractor, the undersigned hereby attests that (i) Contractor has, and will, comply with the background check requirements with respect to its personnel providing services under the IC Agreement, (ii) that any such personnel who do not meet the requirements set forth herein, or the requirements of the applicable state or school district, as applicable, will not be assigned to performed services under the IC Agreement, and (iii) each of Contractor's personnel assigned to perform services under the IC Agreement has passed the requisite background check.

Signed: _____ Name: _____

Title: _____ Date: _____

Witness: _____ Date: _____

Notary Public _____ Commission expires _____

County of _____ State of _____

SEAL:

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into this ____ day of _____ 2023 by and between NorthStar Academies, Inc. (the "Company") and _____ Vendor (the "Recipient").

The Company possesses valuable information, data and know-how relating to building and managing schools ("Confidential Information"). The Recipient may request Confidential Information from the Company to assist Recipient in the Request for Proposal process.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of this letter, "Confidential Information" shall include, but is not limited to, all technical financial, strategic, competitive, marketing and product information, documents and agreements (including the terms and existence of this letter), other information of any kind and all copies thereof or information derived there from, written or orally communicated and received by Recipient from the Company, Company affiliates, employees or agents and designated by Company as "confidential", excluding any portion of such information which (i) is or becomes public information, (ii) is received from a third party which Recipient could not reasonably have known was obligated not to disclose such information, or (iii) was known to Recipient before receipt from Company.
2. Recipient agrees to (i) keep any Confidential Information secret and confidential, (ii) to exercise at least the same degree of care in protecting such Confidential Information as a reasonable and prudent person would exercise in protecting Recipient's own confidential material, (iii) not to use any of such Confidential Information for any purpose except as permitted under this Agreement, and (iv) not to duplicate, copy, reproduce, dispose of, disclose, publish, display or otherwise make available to any other persons any of the Confidential Information, or copies thereof, except as permitted by this letter or required by applicable law.
3. Nothing in this Agreement is intended to grant or transfer any rights under any patent or copyright, or any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purpose set forth in this Agreement. Any Confidential Information delivered under this letter is and will remain the property of Company unless otherwise agreed in writing. Promptly following request to Recipient to return all or any portion of our Confidential Information, Recipient will return the Confidential Information (including all copies, extracts, and other reproductions thereof) as requested, destroy any work papers, memoranda, summaries or other writings or data prepared by Recipient, Recipient's affiliates, employees or agents derived from or incorporating any of the Confidential Information requested to be returned.
4. This Agreement may not be modified except by mutual written consent of both parties. This Agreement shall be governed by and construed under the laws of the State of Georgia. The federal and state courts of the State of Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
5. The Recipient agrees that its obligations hereunder are necessary and reasonable to protect the Company, and expressly agrees that monetary damages would be inadequate to compensate the Company for any breach of any covenant or agreement set forth herein. The Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. Should it be necessary to enforce the provisions of this Nondisclosure Agreement, any and all costs related thereto, including but not limited to attorneys' fees, court costs and interest, if applicable, shall be the responsibility of the Recipient.

COMPANY:

RECIPIENT/ VENDOR:

By: _____

By: _____

Title: _____

Title: _____

NON-COLLUSION STATEMENT

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to NorthStar Academies, Inc (NorthStar Academies).

It is agreed by the undersigned Offeror that the signed delivery of this proposal represents the Offer's acceptance of the terms and conditions of this proposal, including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the School and NorthStar Academies.

(Check one)

	Corporation
	Partnership
	Individual

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____ FEDERAL E.I. NUMBER _____

LICENSE NUMBER _____

	(circle one)			(circle one)			(circle one)		
COMPANY CLASSIFICATION	Women Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Disadvantaged Business Enterprise (DBE)	Yes	No

The above table is for information and statistical use only.

CORRESPONDENCE SHOULD BE SENT TO:

COMPANY NAME _____

ADDRESS _____

POINT OF CONTACT (POC) _____

PHONE NUMBER _____ FAX NUMBER _____

CELL NUMBER _____ EMAIL ADDRESS _____

INVOICE POC _____ PHONE NUMBER _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

This page shall be signed, notarized, and returned for Offeror's Proposal to be considered

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ Commission expires _____

County of _____ State of _____