

Response to Solicitation Number 25-026: Therapeutic Day Program Services for Students with Autism for Beaufort County School District – TECHNICAL PROPOSAL

Due May 28, 2025, at 4:00 PM

Response to:

Kaylee Yinger
Procurement Officer
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902
843-322-2349
kaylee.yinger@beaufort.k12.sc.us

Prepared by Specialized Education Services, Inc.:

[redacted]

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Cover Page and Required Page Two

On the following pages, we have included the solicitation cover page and page two.

Beaufort County School District

Solicitation Number:	25-026
Date Printed	March 24, 2025
Date Issued:	April 30, 2025
Procurement Officer:	Kaylee Yinger, NIGP-CPP, CPPB
Phone:	843-322-2349
Email:	Kaylee.Yinger@beaufort.k12.sc.us

Request for Proposal (RFP)

DESCRIPTION: **Therapeutic Day Program Services for Students with Autism**
SUBMIT OFFER BY (Opening Date & Time): **May 28, 2025 @ 4:00 PM**
QUESTIONS MUST BE RECEIVED BY: **May 21, 2025 @ 4:00 PM**
NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original Signed; Six (6) Signed Copies and One (1) Redacted Version on USB**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

Electronic Bid Submissions will be accepted through the following we address: Here

AWARDS & AMENDMENTS:
Award will be posted at the Physical Address stated above on or after TBD. The award, this solicitation, and any amendments will be posted at the following web address: https://www.beaufortschools.net/community/working-with-the-district/finance.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer) Specialized Education of Georgia, Inc.

ENTITY TYPE: Corporation

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

Tim Hickey — PRINTED NAME

Chief Marketing Officer — TITLE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
150 Rouse Blvd, Suite 210 Philadelphia, PA 19112	150 Rouse Blvd, Suite 210 Philadelphia, PA 19112
PHONE NUMBER: [redacted]	
EMAIL ADDRESS: [redacted]	

PAYMENT ADDRESS (Address to which payments will be sent):	ORDER ADDRESS (Address to which all purchase orders will be sent):
PO Box 70023 Newark, NJ 10523	PO Box 70023 Newark, NJ 10523
☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Home Notice Address (Check one only)	☐ Payment Address Same as Home Office Address ☐ Payment Address Same as Notice Address (check one only)

ACKNOWLEDGEMENT OF AMENDMENTS:	Amendment Number	Amendment Issue Date
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.	Addendum 1 - 5/6/2025 Addendum 2 - 5/21/2025 Addendum 3 - 5/21/2025	

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes ☐ No ☒
If yes, please include a copy of your certification.

Cover Letter

The Offeror will provide a cover letter describing a brief history of the Offeror and its organization identifying your proposal's strengths. The letter will indicate the principal or officer of the Offeror organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects of the scope of services and solutions on behalf of the Offeror. An Officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the Cover Page.

Kaylee Yinger, Procurement Officer
Beaufort County School District
2900 Mink Point Blvd, Beaufort, SC 29902

Dear Ms. Yinger:

Specialized Education of Georgia, Inc. (SESI) is excited to submit our proposal in response to RFP #25-026 to provide Therapeutic Day Program Services for Students with Autism. With over 39 years of experience partnering with public school districts nationwide, SESI brings unmatched expertise in delivering customized, evidence-based educational and behavioral programming to students with autism and other complex needs. Our proposed In-District Classroom model draws upon best-in-class practices – including Discrete Trial Training, generalization strategies, and sensory-integrated instructional rotations – to support students in achieving growth in communication, independence, and emotional regulation.

We recognize the importance of fostering a strong, culturally responsive school climate, particularly in diverse communities such as Beaufort County. In similar partnerships, such as our longstanding program in Glynn County, GA, we have successfully supported students who are economically disadvantaged and transported from surrounding areas, ensuring equitable access to high-quality therapeutic services. Additionally, our work through Catapult Learning in delivering high-dosage tutoring and academic supports further demonstrates our commitment to serving the whole child – academically, behaviorally, and socially.

SESI is also proud of its two-decade history of partnership with certified Minority- and Women-Owned Business Enterprises (MWBEs), including Clean Image, Challenge Office, and Beehive. These relationships reflect our deep-rooted commitment to inclusive procurement and our intent to uphold the same values in South Carolina.

The primary point of contact for this proposal is Erin Tyler, Director of Partnerships, who is fully authorized to clarify or negotiate all aspects of our response. Erin can be reached at erin.tyler@sesischools.com or 901-337-3746. We appreciate your consideration and look forward to the opportunity to support BCSD in enhancing its continuum of services for students with autism.

Sincerely,

Tim Hickey, Chief Marketing Officer

Narrative and Approach to Scope of Work

a) Understanding of the Work & Performance Commitment

a) Briefly state your firm's understanding of the work to be done and make positive commitment to perform the work.

Specialized Education of Georgia, Inc. (SESI) understands that the Beaufort County School District seeks to establish a Therapeutic Day Program designed specifically for students with autism who have low cognitive abilities and exhibit highly aggressive behaviors. The program will support students in a structured, safe, and therapeutic learning environment, while meeting all aspects of their Individualized Education Programs (IEPs) and aligning with district policies and procedures.

SESI is fully committed to partnering with BCSD to deliver our Functional Communication Supports model, which blends evidence-based academic instruction with behavioral interventions grounded in Applied Behavior Analysis (ABA) and Verbal Behavior practices. Our model is uniquely designed to foster the development of functional academic skills, language-based social interactions, emotional regulation, and daily living skills within highly structured classroom rotations tailored to student goals and strengths.

Our multidisciplinary team, including certified special educators, behavior analysts, and paraprofessionals, will work collaboratively with BCSD staff to ensure consistent alignment with IEPs, effective data collection, Medicaid compliance, and transition planning.

With over four decades of experience supporting students with complex needs and a proven track record of success in in-district programs across the country, SESI brings both deep expertise and unwavering commitment to enhancing BCSD's continuum of services. We are proud to offer this partnership and stand ready to implement a comprehensive, customized program that will positively impact the lives of BCSD students, families, and the broader educational community.

b) Proposed Programming for BCSD

b) Describe your program in detail and how it meets the needs of BCSD.

For 39 years, SESI, a division of the FullBloom family of companies, has been partnering with school districts across the country to provide customized, flexible educational services for K-12+ special education and alternative education students. Our focus is twofold: we are intent on building the confidence and competence of students through personalized academic and behavioral interventions and we are committed to building the capacity of the adults who serve them.

With more than 95 day schools and 145+ In-District Classrooms in 18 states, SESI has proven expertise in effectively teaching and supporting students with learning disabilities, social and emotional disabilities, autism spectrum disorders, and the most challenging at-risk behaviors.

SESI will bring to Beaufort County School District an innovative approach to special education programming and student development. The proposed In-District Classrooms (IDC) will feature intensive individualized academic instruction and a proven behavior support system, all of which will be delivered in accordance with each student's IEP, if applicable. Our effective and flexible model addresses the unique needs of each student and the goals of each educational partner.

Our education solutions help students overcome the struggles they face in the traditional classroom environment. With decades of experience educating a wide range of student populations, we know students reach their highest potential when they are in a highly structured therapeutic learning environment that focuses on both social-emotional and academic learning. SESI's schools and classrooms focus on four key areas:

- Flexible Programming
- Individualization
- Small class sizes
- Behavior and Academic Student Outcomes

Rooted in strong collaboration and communication between school districts and SESI, our IDCs serve students with intensive academic, behavioral, and emotional needs in their local community. By creating these opportunities for students, districts can enhance their continuum of special education services, while still offering the personalized attention students require to succeed close to home.

SESI staff work in unison with district staff to ensure that students receive the maximum benefit from both district resources and our program, as well as having the opportunity to return to their general education classroom (or least restrictive environment), when appropriate. Students have direct access to Beaufort County School District's curriculum, equipment, and amenities as they benefit from our targeted, research-based interventions.

SESI provides a safe, structured, and therapeutic learning environment that builds self- esteem, encourages achievement, and facilitates student success. Students reach their highest potential in classrooms that are engaging and focus on both social-emotional growth and academic learning.

In the sections that follow, we address the Required Scope of Work as provided in the RFP document.

Required Scope of Work

3.1.1 Program Objectives

a) Educational and Behavioral Intervention Program

a) Provide a highly structured and individualized educational and behavioral intervention program.

SESI emphasizes learning and embracing the culture of all educational partners. SESI will be an engaged and collaborative partner within Beaufort County Independent School District's learning community. SESI will partner with Beaufort County School District to enhance the district's continuum of special education and behavior support services by implementing highly structured therapeutic classrooms for

students with autism and low-incidence disabilities. Prior to program implementation Beaufort County School District and SESI will determine an agreed upon entry criteria and intake process.

SESI proposes the following services:

- Personalized and interactive instruction
- Classroom utilization of technology to supplement teacher-guided instruction (i-Ready Diagnostic Math and Reading software or similar product)
- Implementation of an intensive behavior support system to minimize class disruptions and maximize learning.
- Adaptive and flexible scheduling to reflect Beaufort County School District's scheduling requirements
- Social skills training to teach students to function interpersonally as well as intrapersonally
- Flexible curriculum, customized for each student, while conforming to Beaufort County School District's curriculum standards
- End of year outcome measures related to, among other things, pre-/post-test academic progress, attendance, behavior level summary, and incidents

Instructional Overview

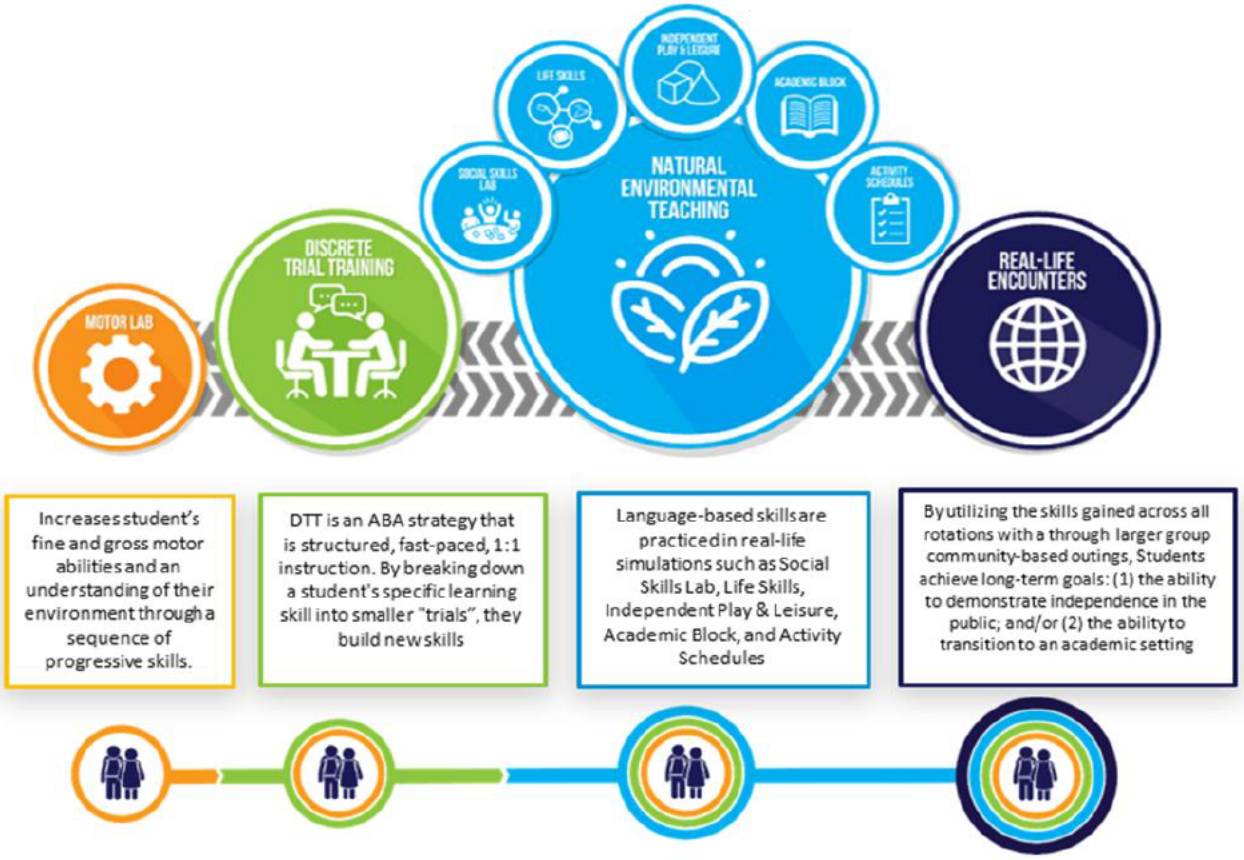
Our proprietary broad-based educational therapies and services model is intended for students with significant Autism and developmental disabilities, specifically centered around those students who need a focus on functional communication and independence. We have combined our proficiency of evidence-based effective teaching strategies and knowledge of Applied Behavior Analysis (ABA) and Verbal Behavior practice to create a model which gives students a foundation for learning focused on the generalization and application of learned skills. It allows us to create a customized programming that impacts our students' ability to access their environment.



This model is designed to improve language-based social and leisure skills, build fine motor skills, and practice in real-life simulations. We take learned skills and apply them to the multiple environments in which a student would use those skills. Students spend portions of their day rotating through different modalities of instruction. The length and frequency of each rotation is individually designed for each learner and is based on their current skills and future goals. Our goal is always to create a skill set for each student that supports their independence, which can lead to establishing a functional path for their future, both at home and in their daily lives.

The model consists of rotations of the following modalities of instruction:

- **Motor Lab**: A sequence of progressive skills which increase fine and gross motor abilities.
- **Discrete Trial Training (DTT):** An ABA strategy that is structured, fast paced, 1:1 instruction designed to break down a student's specific language skills into smaller "trials."
- **Natural Environment Teaching (NET):** A small group setting where students learn to put their greeting, requesting, sharing, play, and leisure skills to use in real-life stimulations.
    - **Social skills lab**: Students are required to use greetings, requesting, and sharing skills with a teacher and peers to complete an activity or age-appropriate game.
    - **Life skills**: An individualized plan focusing on everyday functional skills (bed making, hygiene independence etc.) to increase home and community independence
    - **Independent plan and leisure**: Students learn about personal time, space, and responsibility while in a designated area and engage themselves with an age appropriate item for a duration of time, to increase their ability to learn a variety of functionalities within the activity or item while decreasing self-stimulatory behavior.
    - **Academic Block**: Individualized lessons are geared toward individual learning needs by utilizing intervention programs dedicated to state standards and/or functional academics
    - **Activity schedules**: Students independently complete visual performance and fine motor tasks guided by a visual schedule, with the goal to increase the number of completed tasks, duration of the tasks, and difficulty level of the tasks, ultimately preparing them for an academic or workplace setting.
- **Real-Life Encounters**: Students can utilize the skills gained across all rotations with a larger group through community-based outings.



Behavior Support Overview

SESI's behavior support program, CASE, uses a multi-tiered positive behavioral interventions and supports (PBIS) framework to meet the needs of all learners. We approach social behavior with an instructional mindset – we teach, model, and reinforce expected behaviors and provide additional help and more intensive interventions if students need more support to be successful. Doing so ensures our staff are helpful during every interaction with students, enabling us to build positive relationships with our students and keep us focused on what is going well.

Founded in behavioral science, the CASE approach focuses on the following behavioral expectations:

- **Considerate:** Students and staff are considerate of their environment, themselves, and each other. Everyone is treated with kindness, patience, and respect.
- **Accountable:** Students and staff are accountable for their actions and own their behaviors by taking responsibility for their decisions.
- **Safe:** Students and staff are safe and engage in behaviors that keep themselves and others secure and calm.
- **Engaged:** Students and staff stay engaged and complete tasks and activities when asked. Everyone takes pride in their work and gives their best effort.

The CASE Approach can be adapted to meet all targeted and individualized student support needs including any strategies in a student's existing Behavior Intervention Plan. The approach includes a point sheet focused on students' demonstration of behaviors that align with the CASE expectations and a level system in which students on higher levels earn additional privileges and model appropriate behaviors for others. Students receive consistent and personalized reinforcement of behaviors that meet expectations. We use restorative practices and logical responses to inappropriate behavior that focuses on re-teaching appropriate behaviors and providing multiple opportunities for practice and receiving feedback.

Return to Least Restrictive Environment

SESI will work closely with Beaufort County School District's personnel to facilitate smooth transitions for students returning to the district's least restrictive environment. SESI prepares students through an integrated and individualized approach, transitioning students at their pace. Following the transition, SESI actively monitors the student and remains a support resource for both the student and Beaufort County School District's school staff.

b) Evidence-Based Practices

b) Utilize evidence-based practices for students with autism, including Applied Behavior Analysis (ABA), Positive Behavior Supports (PBS), and other therapeutic interventions.

SESI utilizes a comprehensive, evidence-based instructional and behavioral model tailored for students with autism, grounded in the principles of Applied Behavior Analysis (ABA) and Verbal Behavior practices. The program incorporates Discrete Trial Training (DTT), Natural Environment Teaching (NET), and structured classroom rotations designed to address functional communication, social skills, emotional regulation, and independence. These practices are embedded in individualized programming and implemented by trained staff, including BCBAs, special education teachers, and behavior specialists, to ensure each student's goals and needs are met.

In addition to ABA, SESI's behavior support program, CASE, follows a multi-tiered Positive Behavioral Interventions and Supports (PBIS) framework. The CASE model promotes expected behaviors through direct instruction, modeling, and consistent reinforcement using a point system and level system tailored to individual students. This approach supports de-escalation, skill-building, and behavioral self-regulation while aligning with students' Behavior Intervention Plans (BIPs) and IEPs.

c) Safe and Supportive Environments

c) Offer a safe and supportive environment that reduces crisis situations and promotes skill acquisition.

The rigor of our behavioral support directly supports the rigor of our instructional support; together, these models advance student performance. Our student behavioral model creates a campus culture where every student can learn, and every teacher can teach. Our ability to ensure student safety means limiting student chaos and danger and placing the focus where it should be – on learning, academic performance, and success.

d) Collaboration with BCSD

d) Facilitate collaboration with BCSD to ensure alignment with IEPs (Individualized Education Programs) and district policies.

Our program fulfills all IEP, LRE, and IDEA requirements through customized behavior intervention plans, the tracking of behavioral trends, and a host of therapeutic approaches and motivational strategies. To achieve success through our Behavior Management system, we focus on these key components:

- **Safety First**: Providing a safe learning environment for all students. Parents, districts, and students are reassured that our environments are secure, nurturing, and supportive.
- **Positive Reinforcement Techniques**: To reach their personal behavioral goals, our staff and teachers provide continuous and ongoing positive behavior support for all students.
- **Mutual Respect**: By showing students the importance of respecting themselves and others, they learn to honor the differences among them while also gaining an appreciation for rules and as authority figures.
- **Strong Therapeutic Approach**: To teach self-regulatory techniques, establish emotional balance, and create a sense of inner well-being, our staff and teachers deliver compassionate mindfulness techniques, guidance, and counseling for all students
- **Data-Driven Interventions**: When a student is having difficulties beyond the support of the school-wide behavior management system, the staff will use data to inform future intervention strategies.

e) Medicaid Documentation

e) Document Medicaid-reimbursable services in the district-provided platform.

SESI understands, acknowledges, and will comply with this requirement.

3.1.2 Program Requirements

The selected provider will be responsible for the following:

a) Staffing & Personnel

1. Employ a qualified multidisciplinary team, including but not limited to:

i) Board Certified Behavior Analysts (BCBAs)

ii) Registered Behavior Technicians (RBTs)

iii) Special Education Teachers

iv) Licensed Mental Health Professionals

v) Speech-Language Pathologists and Occupational Therapists (as needed)

vi) Paraprofessionals and Support Staff

The staff for the proposed 2 classroom (16 student) programming will include the following:

- Program Director
- Special Education Teachers
- Assistant Teachers
- Behavior Specialists
- Board Certified Behavior Analyst (BCBA)

The staff for the proposed 3 classroom (24 student) programming will include the following:

- Program Director
- Special Education Teachers
- Assistant Teachers
- Floating Assistant Teacher
- Behavior Specialists
- Board Certified Behavior Analyst (BCBA)

2. Ensure staff meet all state licensing, certification, and training requirements for working with students with autism and aggressive behaviors.

Our staff meet all state licensing, certification, and training requirements for working with students with autism and aggressive behaviors.

3. Provide ongoing professional development and crisis management training (e.g., CPI, PMT, or Safety Care).

All staff are trained in SESI's policies and procedures, behavior support practices, TACT-2 or similar crisis intervention training, PBIS, mandated Child Protective Services reporting procedures and safety/security protocols. Staff will be required to have criminal background clearances as required by local and state law. SESI will hire teachers who meet all requirements as set forth by the state SEA.

b) Student Services & Programming

1. Deliver individualized instruction aligned with student IEPs, emphasizing communication, functional skills, and behavioral self-regulation.

SESI delivers individualized instruction that is fully aligned with each student's IEP, with a strong emphasis on communication development, acquisition of functional skills, and behavioral self-regulation. Instruction is tailored through a proprietary model that integrates academic, behavioral, and therapeutic supports, including the use of intervention programs aligned to state standards and/or functional academic goals. Students rotate through instructional modalities such as Discrete Trial Training (DTT), Natural Environment Teaching (NET), academic blocks, and life skills training, with the frequency and duration of each tailored to their specific goals and abilities.

Communication and functional skills are developed through targeted strategies embedded across daily routines, including social skills labs, motor labs, and community-based instruction. Behavioral self-regulation is supported through structured routines, individualized behavior intervention plans (BIPs), and the CASE behavioral framework, which provides consistent reinforcement and tiered supports to

promote positive behavior. All instruction and interventions are tracked and adjusted through ongoing data collection using SESI's ABLE platform.

2. Implement structured Behavior Intervention Plans (BIPs) with a focus on de-escalation and skill-building.

Through our positive peer culture, we have the ability to define our rules and expectations. We clearly articulate, teach, and reinforce the norms of our programs through consistent redirections from staff and peers. We provide students with daily feedback and success strategies that help them adapt and improve their behaviors. We hold students accountable for their behaviors and students hold each other accountable for their behaviors. Accountability for negative behaviors can come in the forms of peer feedback, individual or group accountability, and counseling. In each case, being held accountable for negative behaviors can affect a student's rating.

We generate a Behavior Intervention Plan (BIP) for every student that has specific goals to track and monitor. We base a student's BIP on the behaviors that caused the student to be referred. We make this document available at all times and easily accessible to both students and staff. This allows us to clearly express our expectations and evaluate the progress of students in our program. The data collected is generated using one or more of the following assessments: SSBS, SSIS, and BASC-3.

3. Utilize sensory integration strategies and structured classroom environments to support student engagement.

SESI utilizes sensory integration strategies and highly structured classroom environments to support student engagement and learning. Classrooms are designed to be safe, predictable, and accessible, incorporating appropriate equipment, materials, and sensory supports tailored to individual student needs. Instructional rotations such as motor labs and activity schedules help students build sensory and motor regulation skills, while structured routines and visual supports promote independence and reduce anxiety. These elements work together to create an environment conducive to engagement, emotional regulation, and skill acquisition.

4. Provide daily data collection and progress monitoring for academic, behavioral, and therapeutic goals.

SESI's custom-developed ABLE (Academic, Behavioral & Life Skills Education) software tracks, monitors, and reports student data across all facets of our model. The ABLE system has been designed as a data-collection vehicle that drives individualized instruction, informs targeted interventions, and maps out future transition steps in a student's educational programming at each of our program sites. As a tracking mechanism, ABLE provides a composite and comprehensive picture of student progress, allowing analysis of student advancement and behavioral trends.

- **Academics**: All assessment data (from i-Ready and any other assessments the district uses) is compiled and uploaded onto the ABLE platform. From this information, attendance, academic transcripts, grade progression, and classroom performance metrics are generated and shared with the student's sponsoring school district and other approved individuals/entities, as mandated.

- **Behavior and Life Skills:** ABLE tracks behavioral performance metrics (e.g., attendance rate, number of suspensions, code of conduct adherence, time-outs). Transition services statistics are incorporated to provide a fuller picture of social-emotional progress and preparedness for extra-school experiences (e.g., community involvement, volunteer participation, career readiness, job skills acquisition).
- **Tracking and Reporting**: Both formal (test scores, instruction level ratings, etc.) and informal (teacher notes/commentary) data are uploaded regularly onto ABLE. The data are then categorized, examined, and populated into various reports shared with parents, the district, and other authorized parties.

5. Offer family training and support services to promote skill generalization at home and in the community.

By placing an emphasis on parental involvement in all aspects of the student's educational program, SESI staff strives to create an environment that will encourage students and families to utilize strategies that support them in achieving their desired goals for behavior and academic achievement. Students receive consistent and personalized reinforcement of behaviors that meet expectations. We use restorative practices and logical responses to inappropriate behavior that focuses on re-teaching appropriate behaviors and providing multiple opportunities for practice and receiving feedback.

Throughout the year, we collaborate with the District to ensure clear communication about the program. This includes regular updates with parents and guardians about the alternative education program by:

- Holding Open Houses at the start of school
- Holding Parent-Teacher conferences
- Sharing progress reports

c) Facility & Operations

1. Operate the program within a designated location mutually agreed upon by BCSD and the provider.

SESI will operate the program within a designated location mutually agreed upon with BCSD.

2. Maintain a safe, structured, and accessible learning environment with appropriate equipment, materials, and sensory supports.

SESI provides a safe, structured, and therapeutic learning environment that builds self- esteem, encourages achievement, and facilitates student success.

3. Ensure proper crisis intervention protocols and emergency preparedness plans are in place.

In the event of a natural, human-caused or technological disaster affecting any program or center operated by SESI or one of its subsidiaries, SESI is prepared to implement plans and procedures to protect lives and property. SESI has developed an emergency operations plan (**EOP**) that will enhance emergency response capability for emergencies or disasters that may affect our programs.

This EOP, updated and reviewed annually, will assist SESI personnel in accomplishing their primary emergency operations responsibilities: Life Safety, Incident Stabilization, and Property Preservation. SESI will use its best efforts to ensure that the EOP remains in compliance with the National Incident Management System (**NIMS**). This EOP consists of four parts: Base Plan, Functional Annexes, Threat/Hazard-Specific Annexes, and Attachments.

The Base Plan provides an overview of the approach to operations before, during, and after an emergency. This section also addresses the activities to be undertaken regardless of the function, threat, or hazard. The content in this section provides a solid foundation for program emergency operations.

Functional Annexes focus on critical operational functions and the courses of action developed to carry them out. While functions are described separately, it is important to remember that many functions will occur simultaneously. For example, during an evacuation, once individuals are safely out of the building, the accounting for students, staff, and visitors function will begin. The evacuation function, however, may still be in effect as personnel or first responders work to locate and evacuate any unaccounted-for persons.

Threat/Hazard-Specific Annexes describe the courses of action unique to particular threats and hazards. These are developed based upon the prioritized list of hazards determined in the risk assessment process. As SESI's Emergency Operations Center (EOC) team develops courses of action for threats and hazards, they should consider the federal, state, and local regulations or mandates that often apply to specific hazards.

SESI will provide exceptional leadership that will create an atmosphere of safety for the students and staff. Below is a brief description of the project team as well as the business plan.

d) Collaboration with BCSD

1. Participate in IEP meetings, progress reviews, and interdisciplinary team discussions.

SESI staff will participate in IEP meetings, progress reviews, and interdisciplinary team discussions.

2. Coordinate with BCSD special education and behavioral support teams to ensure seamless service delivery.

Our staff will coordinate with BCSD special education and behavioral support teams to ensure seamless service delivery.

3. Provide regular reports and documentation as required by the district.

Our staff will provide regular reports and documentation as required by the district.

e) Medicaid Billing & Documentation

1. Document all Medicaid-reimbursable services in the district-provided platform in compliance with federal and state regulations.

SESI acknowledges and agrees to document all Medicaid-reimbursable services in the Beaufort County School District's designated platform, in full compliance with all applicable federal and state regulations. We are committed to adhering to the district's processes and protocols for service logging, progress notes, and claims submission, and will work collaboratively with BCSD staff to ensure accurate, timely, and audit-ready documentation.

2. Ensure accurate and timely service logs, progress notes, and claims submission.

SESI is committed to ensuring that all service logs, progress notes, and Medicaid claims are completed accurately and submitted in a timely manner. Our team will follow all documentation timelines and content requirements established by Beaufort County School District and applicable Medicaid regulations. We maintain internal quality assurance processes, including supervisory review and regular audits, to support accuracy, compliance, and prompt submission of all required documentation.

3. Work with BCSD's Medicaid billing team to maintain compliance and maximize reimbursement.

SESI will work with BCSD's Medicaid billing team as needed.

3.1.3 Performance Metrics & Reporting

The provider will be required to:

a) Student Progress Tracking

a) Track student progress through data-driven methodologies.

SESI's custom-developed ABLE (Academic, Behavioral & Life Skills Education) software tracks, monitors, and reports student data across all facets of our model. Designed as a data-collection tool, ABLE helps inform and drive individualized instruction. It tracks student progress and enables us to analyze social-emotional and behavioral trends. We also use ABLE to generate a range of reports, including, but not limited to attendance, assessment, grading, and classroom performance.

b) Monthly Reporting

b) Submit monthly reports on student outcomes, behavioral incidents, and Medicaid billing.

Our staff will submit monthly reports on student outcomes, behavioral incidents, and Medicaid billing.

c) Quarterly Performance Reviews

c) Participate in quarterly performance reviews with BCSD.

Our staff will participate in quarterly performance reviews with BCSD.

d) Compliance with State and Federal Regulations

d) Maintain compliance with all state and federal regulations governing special education and Medicaid services.

SESI will maintain compliance with all state and federal regulations governing special education and Medicaid services.

3.1.4 Proposal Submission Requirements

Interested providers must include the following in their proposals:

a) Company Background and Experience

a) Company background and relevant experience in providing therapeutic day programs.

SESI provides programming for special education students who struggle to learn in traditional classrooms. Founded in 1986, SESI provides special education and alternative education programming. Districts look to SESI to provide the personalized academic and behavioral intervention services for their special education students. With currently 3,350+ employees on staff, we partner with more than 800+ school districts nationwide to run 145+ In-District Classrooms (IDCs) and 95+ day schools for students with disabilities and at-risk youth. Some of the names our IDCs and schools operate under include High Road Schools, Sierra Schools, and Aurora Schools. SESI runs classrooms and schools in:

SESI Partnership States		
Arizona	Florida	New Jersey
California	Georgia	Ohio
Colorado	Illinois	Pennsylvania
Connecticut	Maryland	Tennessee
Delaware	Massachusetts	Texas
District of Columbia (DC)	Missouri	

SESI believes that all students can achieve beyond expectations. Many school districts face challenges serving students with disabilities. Due to large class size, they struggle to provide the right staff or provide the focused attention special education students need. We help schools meet these challenges. Our programs and services accelerate academic and behavioral achievement for learners through:

SESI Programs		
Autism spectrum disorder	Intellectual disabilities	ADD/ADHD
Emotional disabilities	Learning disabilities	Traumatic brain injury TBI)
Speech and language impairments	Multiple disabilities	Behavioral issues

We deliver services using our IDC Model or through student enrollment in one of our standalone schools. SESI hosts IDCs from a classroom or building you provide. We staff IDCs and schools with certified teachers and qualified support teams.

SESI commits to delivering:

- Results for our district partners

- A safe and supportive environment for every student
- Peace of mind for parents, guardians, and families

Specialized Education Services, Inc. operates as an independent division within the FullBloom family of companies, formerly known as Catapult Learning.

FullBloom provides education and behavioral health solutions for children and their families. These solutions help them lead better life outcomes, regardless of the learning obstacles and other challenges they face. The company's team of 12,000+ education and healthcare professionals work to achieve measurable and sustained academic and behavioral gains. These are achieved through evidence-based programs that include:

- Special education
- Applied Behavior Analysis (ABA)
- Intervention services
- Professional development

Founded in 1976, FullBloom supports 195,000+ children and families, 1,350+ school districts, and 26,000+ teachers annually. Our schools and our classrooms are accredited by Cognia (formerly known as AdvancED).

Accredited by Cognia

SESI is accredited by Cognia (formally AdvancED). Our Cognia accreditation demonstrates our commitment to provide services and solutions meet the highest standards of educational excellence.

SESI has received the Certificate of Accreditation by the NCA Commission on Accreditation and School Improvement, the Northwest Accreditation Commission, and the SACS Commission on Accreditation and School Improvement. In addition, each of our schools has Cognia accreditation.

b) Staff Qualifications and Training Plans

b) Staff qualifications and training plans.

Proposed Staffing

All staff will be trained in SESI's policies and procedures, behavior support practices, CPI, or similar crisis intervention training, PBIS, mandated Child Protective Services reporting procedures and safety/security protocols. Staff will be required to have criminal background clearances as required by local and state law. SESI will hire teachers who meet all requirements as set forth by the South Carolina Department of education. The classrooms will be overseen by a Regional Director and supported by Regional Instructional and Behavioral Specialists.

The staff for the proposed 2 classroom (16 student) programming will include the following:

- Program Director
- Special Education Teachers
- Assistant Teachers

- Behavior Specialists
- Board Certified Behavior Analyst (BCBA)

The staff for the proposed 3 classroom (24 student) programming will include the following:

- Program Director
- Special Education Teachers
- Assistant Teachers
- Floating Assistant Teacher
- Behavior Specialists
- Board Certified Behavior Analyst (BCBA)

Key Staff Qualifications

Below, we include our project team leaders that support SESI's regional special education programs. Director of Partnerships Erin Tyler will serve as the primary liaison for the proposed CCCS program.

Erin Tyler, Director of Partnerships

Erin Tyler, serving as the Director of Partnerships for Specialized Education Services, Inc.(SESI) since 2021, has extensive experience across both public and private education sectors and a passion for driving impactful solutions for students and educators. Her current role includes engagement with educational partners and collaboration with cross-functional teams to support the development of programs that promote excellence in education for all learners.

Prior to joining FullBloom, Erin spent a combined ten years as a special education teacher and behavior analyst in a large, metropolitan school system followed by six years as a National Consultant providing targeted solutions for students with autism and low-incidence disabilities and professional development/coaching to educators who served them. Erin holds a Master's in Instruction & Curriculum Leadership with a focus on Applied Behavior Analysis and a Bachelor's in Special Education with endorsements in mild, moderate, and severe disabilities.

Dr. Diane Myers, Senior Vice President

Diane Myers, Ph.D., is the Senior Vice President at Special Education Services, Inc. (SESI), leading behavioral initiatives since 2020. In this role, she designs and implements company-wide professional development on positive behavioral interventions and supports for SESI schools nationwide. Dr. Myers collaborates with regional leaders to enhance social and academic outcomes for learners, contributing to programmatic decisions at the senior leadership level.

Prior, she chaired the Department of Teacher Education at Texas Woman's University, overseeing diverse faculty and programs. Dr. Myers has a rich academic background, having been an Assistant Professor and Professor of Special Education at Assumption College, where she developed courses and a Certificate of Advanced Graduate Studies in Positive Behavior Supports. With a Ph.D. in Special Education from the University of Connecticut, Dr. Myers brings a wealth of experience, making impactful contributions in K-12 education, academia, and corporate leadership.

Milt Alexander, Senior Vice President

Milt Alexander is the Senior Vice President of Alternative Education at Specialized Education Services, Inc. (SESI), where he oversees and streamlines operations for K-12 educational services. With expertise in alternative school operations and strategic planning, Milt has played a pivotal role in positioning SESI as the leading provider of alternative education in the United States.

Milt joined SESI through Camelot Education in 2005 and currently manages the alternative education division's operations across Pennsylvania, New Jersey, Illinois, Georgia, Florida, and Texas. During his tenure, he has spearheaded numerous innovative initiatives, including the development of the Harrisburg School District's K-5 Cougar PAWS program, a therapeutic support model addressing the academic and social-emotional needs of elementary students. Most recently, Milt supported the expansion of in-district special education classroom services in partnership with the Angleton Independent School District in Texas.

Milt's career in education began in 1995 as a counselor, teacher, and student government advisor in a residential facility for court-adjudicated males aged 14-18 in Southeastern Pennsylvania. He later joined the alternative schools' network in Philadelphia, serving as a Teacher, Instructional Leader, Principal, and Executive Director. A graduate of Arcadia University, Milt holds a master's degree in education, an Executive Leadership Certificate from Cornell University, and a PK-12 Principal Certification in Pennsylvania. He is actively involved in his community as the Director of Education for his local chapter of Phi Beta Sigma Fraternity, Inc. A Philadelphia native, Milt was recently inducted into his high school sports Hall of Fame. He resides in Coatesville, Pennsylvania, with his family.

Kevin Deal, Regional Vice President

Kevin Deal is a seasoned educational leader with over two decades of experience in alternative education and behavioral health services. He currently serves as Regional Vice President for Region 3 at Specialized Education Services, Inc., overseeing operations across Florida, Georgia, New Jersey, and Pennsylvania. Kevin brings a strategic focus to program supervision, professional development, and continuous quality improvement, with expertise in social-emotional learning, school climate, student safety, and leadership development. Prior to this role, he held executive positions within Camelot Education Services, culminating in his appointment as Deputy Superintendent, where he led multi-state alternative education initiatives. Kevin's background also includes executive leadership at residential treatment facilities, where he managed complex behavioral health programs for at-risk youth. He holds a Master of Science in Education from Neumann University and dual Bachelor's degrees in Biological Sciences and Psychology from Neumann College.

Leslie Travis, Director of Program Management

Leslie Travis is an accomplished educational leader with over 15 years of experience spanning classroom instruction, behavioral support, and school administration. She currently serves as Regional Director of Education and Principal at SESI Schools Florida, overseeing special education and academic programs across multiple sites. Leslie plays a pivotal role in ensuring IEP compliance, delivering professional development, and managing Title I and UniSig budgets. Her previous tenure with the Escambia County

School District further deepened her expertise in special education as a Manifestation Specialist and liaison to alternative and charter schools. Leslie holds two master's degrees from the University of West Florida – one in Curriculum and Instruction and the other in Educational Leadership. She is certified in Educational Leadership, Business (6-12), Family and Consumer Science (6-12), and Exceptional Student Education (K-12), underscoring her broad instructional competencies and commitment to educational excellence.

Toscca Madison, Executive Director, L.E.A.D. Acacdemy and Glynn County School of Scholars

Toscca D. Madison is a dynamic executive leader with a distinguished record of driving academic improvement and organizational excellence in K–12 education. Currently serving as Executive Director at both L.E.A.D. Academy and Glynn County School of Scholars, she leads specialized educational programs with a strong focus on early behavioral interventions and inclusive instructional practices. With experience spanning instructional coaching, operations management, and special education compliance, Ms. Madison has held pivotal roles including Director of Operations at High Road School of Santa Rosa and Academic Coordinator at KAPS Academy. She holds a Bachelor's degree in Sociology from the University of South Florida and is currently pursuing a Master's in Public Administration at Columbia Southern University. Her work is regularly recognized through awards such as Teacher of the Year and the Stingray Award, reflecting her dedication to student outcomes and staff development.

Training Plans

SESI will provide comprehensive training for all program staff, including special educators, instructional assistants, and social workers, with a focus on behavior management, instructional strategies, and the implementation of the CASE behavior framework. To ensure ongoing excellence, professional development sessions will be offered regularly to enhance the skills of LEA staff and maintain alignment with best practices. The IDC will be staffed by SESI with highly trained professionals, including certified special educators, instructional assistants, and social workers, who will ensure strict adherence to district standards and student IEPs. Additionally, SESI will monitor and evaluate program outcomes through its proprietary ABLE data-tracking system, delivering regular reports to the district to support informed decision-making and continuous improvement.

c) Detailed Program Model, Curriculum, and Therapeutic Interventions

c) Detailed program model, curriculum, and therapeutic interventions to be used.

We describe our model, curriculum, and therapeutic interventions in the section entitled *3.1.1 Program Objectives,* subsection *a) Educational and Behavioral Intervention Program.*

d) Proposed Facility Requirements and Safety Measures.

d) Proposed facility requirements and safety measures.

We describe our facility requirements and safety measures in the section entitled *3.1.2 Program Requirements,* subsection *c) Facility & Operations.*

e) Plan For Medicaid Documentation and Compliance.

e) Plan for Medicaid documentation and compliance.

Integrated Documentation System

Collaborate with the school district to capture necessary details such as service dates, types, duration, and provider credentials.

IEP Coordination

Regularly meet with the district's special education staff to ensure services provided align with each student's IEP and are eligible for Medicaid reimbursement.

Provider Credentialing

Establish a system to verify and maintain documentation of provider qualifications and Medicaid enrollment, ensuring all providers meet necessary standards.

Consent Management

Implement a streamlined process for obtaining and tracking parental consent for sharing student information necessary for Medicaid billing.

Collaborative Training

Develop joint training programs with the district to keep all staff informed about current Medicaid policies, documentation standards, and billing procedures.

f) Budget and Pricing Structure

f) Budget and pricing structure for services.

We have included our proposal pricing model, in addition to the Bidding Schedule/Price Business Proposal under separate cover as required in the solicitation.

g) References

g) References from previous contracts with school districts or similar agencies.

We include our five references in the *Account Servicing* tab of our proposal as requested.

Firm Information

Firm Name
Specialized Education of Georgia, Inc.
Firm Address
150 Rouse Boulevard, Suite 210, Philadelphia, PA 19112
Contact information for the Officer of the Firm in charge of this Proposal
[redacted]
Contact information for proposed account manager
[redacted]

Financial Strength

Safety and Soundness: Identify key measures of the firm's financial strength, (e.g., capital ratios, market capitalization, total assets)

We have established start-up and operating procedures, as well as substantial financial resources, excellent credit ratings, and bank references. Specialized Education Services of Georgia has the capital to finance startup and operating expenses to expand our program as well. In the history of Specialized Education Services of Georgia, we have never had a problem starting up or continuing contracted services due to lack of capital to support our efforts.

BCSD can count on our continued commitment to deliver all necessary financial and human resources to ensure the smooth continuation of high-quality programs for the Beaufort County community.

Financial Statements: Provide a copy of your most recent annual financial report

We include our most recent financial statement on the following pages.

Account Servicing

References

• Each proposer should include five (5) references from customers who have used services similar to those included in this request. Please provide name, address, telephone number, e-mail address and a contact person for each reference.

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Competitive Position and Future Commitment

[redacted]

[redacted]









Specialized Education SERVICES, INC.

Broad-Based Educational Services & Therapies (B.E.S.T.)

Meeting Students at Their Individual Skill Levels

Developmental disabilities present differently in every child, which is why we believe that there's no "one-size-fits-all" approach to education. Our proprietary Verbal Behavior programming utilizes Applied Behavior Analysis (ABA) strategies to improve language-based social and leisure skills, build fine motor skills, reduce maladaptive behaviors, and generalize these skills in real-life situations. Coupled with interviews of parents/guardians, all students are formally assessed to determine their functional living, language, and academic skill set. The interview and assessment results, together, allow us to develop the most appropriate individualized program for growth. Our goal is always to create a skill set for each student that supports their independence, which can lead to establishing a functional path for their future, both at home and in their daily lives.

SESI_20099

A Student's Sample Day

Students spends portions of the day rotating through different modalities of instruction. The length and the frequency of each rotation is individuality designed for each learner and based on their current skills and future goals.



Motor Lab

Through our Motor Labs, students move through sequence of progressive skills, which increase fine and gross motor abilities, students build motor skills and an understanding of their environment. Students may also have the opportunity to interact with peers during their time in Motor Lab.



Discrete Trial Teaching (DTT)

DTT is an Applied Behavior Analysis (ABA) strategy that is structured and fast-paced. Through 1:1 instruction, staff work to break down a student's specific language skill into smaller "trials." By breaking down these skills, we attempt to build up a brand-new skill. This is accomplished through repetition and a high frequency of reinforcement.

Natural Environment Teaching (NET)

Students take part in language-based social, play, and leisure activities that provide real-life simulations to generalize skills gained during Motor Lab and DTT. Students rotate through specific areas of learning including Social Skills Lab, Life Skills, Independent Play & Leisure, Academic Block, and Activity Schedules.





Real-Life Encounters

Students are able to utilize the skills gained across all rotations with a larger group – at lunch or recess or in new environments – through community-based outings. This allows students to achieve two long-term goals: (1) the ability to participate, function, and demonstrate independence in the general public, and/or (2) the ability to transition to an academic setting.

Specialized Education
SERVICES, INC.

In-District Classroom Models

Functional Communication Support

Your district provides the space—SESI provides the staff and programming

Our proprietary programming utilizes principles of **Applied Behavior Analysis (ABA)** and different modalities of instruction to improve language-based social & leisure skills, build fine motor skills, reduce maladaptive behaviors and ensure that the skills students learn can be generalized in real-life situations and natural environments.



Our **Functional Communication Support** model is a broad-based educational services and therapies program focused on language acquisition for students with cognitive disabilities.

Student Population:
Students with autism and developmental disabilities who do not yet have a developed means of functional communication.

Instruction & Services:

- Access to extended state and local standards
- Comprehensive alternate assessment & curriculum
- Individualized academic and behavioral support programming
- Applied Behavior Analysis (ABA)

Staffing:

- Certified Special Education Teacher
- Assistant Teacher
- Behavior Specialist/RBT
- Board Certified Behavior Analyst (BCBA)
- Program Director

[redacted]

Specialized Education SERVICES, INC.

In-District Classrooms

Dedicated Classrooms for Students with Intensive Needs

With over 40 years of experience, Specialized Education Services, Inc. (SESI) offers high-quality instruction and personalized support for students with intensive behavioral, social-emotional, and academic needs.

We exist to make student success happen.

Our In-District Classroom model is a partnership in which your district provides the space, and SESI provides the staff and programming.

The result is a small, highly structured therapeutic learning environment where your students with intensive needs can achieve success.



A Partnership That Benefits Districts and Students

Trusted school district partnerships, personalized student support, and meaningful family engagement helps to improve academic outcomes, develop positive behaviors, and build skills both inside and outside the classroom.

[redacted]

More than **600 school districts** partner with SESI to:

- **Address** intensive needs of their students in flexible programs
- **Give students** the opportunity to succeed in a district-hosted program
- **Enhance** the service continuum and strengthen district capacity



When you partner with SESI, you can expect a high level of communication, transparency and alignment with all stakeholders. Even as SESI operates the program, your district may retain decision-making power and oversee student participation.

Partner with Us

Discover how your district and students can benefit from an In-District Classroom. Visit www.sesischools.com to request a consultation.

Student Benefits

- Small, highly structured therapeutic learning environment
- Individualized instruction and personalized behavioral support
- District curriculum and targeted, research-based reading and math interventions
- Opportunity for individually planned and paced transition into general education
- Increased opportunities for engagement in school and extracurricular activities

District Benefits

- Cost-effective programming for students at risk for out-of-district placement
- Supportive setting for students returning from out-of-district placement
- Trained classroom staff who operate a proven outcomes-based classroom model
- Build capacity across the district to meet all IDEA and FAPE mandates
- Flexible and customized programming to meet the unique needs of a district

"The team is eager to work with our District and provide consultation services, as needed. They have designed structured and safe learning environments that are least restrictive for students with needs that are beyond the capabilities of a traditional school setting. They have become a trusted partner. We are extremely grateful to have their assistance. In short, they are committed to collaborating with the District to serve the needs of our students; the ones who need us the most."

— Christopher Felmlee, Superintendent of Schools, Southern Boone County R-1 Schools (Missouri)

"When a student needs services outside of their home school, it's hard for a parent to hear. What we've done through this partnership is be able to say, 'We can provide these services within our district boundaries.'"

— Laura Hess, Executive Director of Special Education, St. Vrain Valley Schools (Colorado)

About Specialized Education Services, Inc.

Specialized Education Services, Inc. (SESI), a division of FullBloom, is a premier provider of education services for K-12 students who require additional educational and behavioral supports to overcome challenges that impede success in a traditional school setting. SESI partners with school districts to run in-district classrooms and standalone schools that meet the academic, behavioral, and social-emotional needs of special education students with Autism Spectrum Disorders, Emotional Disabilities, Learning Disabilities and other challenges; and alternative education students in need of trauma-informed education. Implementing a research-based education model that incorporates supportive therapies, positive behavior interventions and supports, life skills training, and workforce development programs – as well as professional learning for special education teachers – SESI guides students toward success in and out of the classroom. SESI proudly serves more than 7,000 students in over 95 day schools and more than 90 in-district classrooms, and partners with over 600 school districts nationwide. SESI is accredited by Cognia (formerly AdvancED).

ACCREDITED Cognia

800.841.8730 | www.sesischools.com

SESI_22049

Attachments to Solicitation

In this section, we have provided the following required forms:

- Specialized Education of Georgia, Inc. Proof of Coverage
- Requested Exceptions to Terms and Conditions

DEVIATIONS AND EXCEPTIONS

Specialized Education of Georgia, Inc. ("Contractor"), in conjunction with its response to Beaufort County School District's (BCSD) RFP, submits these exceptions and rationale in accordance with the RFP instructions. If awarded the contract, Contractor respectfully requests the right to negotiate these exceptions with BCSD.

Paragraph Number	**Exception**	**Rationale**
7.0.1	Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. Provided however, the foregoing consent is not required when Contractor assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of Contractor. The foregoing restriction also does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales. Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with: i) Proof of the assignment, ii) the identity (by contract number) of the specific District contract to which the assignment applies, and iii) the name of the assignee and the exact address or account information to which assigned payments should be made. b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer with prompt written notice of such change.	Contractor is a wholly owned subsidiary and requires the flexibility of its customer agreements being assignable.

	c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.	
7.0.10	~~Any~~ Except where otherwise stated herein, any term or condition is void to the extent it requires BCSD to indemnify, defend, or pay attorney's fees to anyone for any reason.	Contractor requests the right to receive indemnity from the district to the extent permitted by law in order to assist Contractor with managing its risks.
7.1.8 (a)(2)	The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure such failure within thirty (30)~~10~~ days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.	Contractor believes that an expanded opportunity to cure a breach or default is a reasonable request that will benefit both parties by providing the contractor a chance to find a solution to any performance concerns without the district having to engage the process of sourcing another vendor.
7.1.11	Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, reasonable attorneys' fees, costs, expenses, losses or liabilities) ("Losses") by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party of an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of	Attorneys' fees that are indemnified should be reasonable, which assists Contractor with managing its risks. Contractor also requests the right to be indemnified by the district in order to assist Contractor with managing its risks. For the same reasons, Contractor requests a limitation of liability.

	any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, or without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees. To the extent permitted by law, BCSD agrees to indemnify Contractor and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by BCSD's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Contractor. Contractor shall not in any event be liable for any indirect, consequential, enhanced, incidental or punitive damages, or for any loss of profits or revenue, even if Contractor has been advised of the possibility of such damages.	
7.1.12 (a)	Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, reasonable attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or	Attorneys' fees that are indemnified should be reasonable, which assists Contractor with managing its risks.

	indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.	
7.1.13	Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, reasonable attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. BCSD shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. BCSD shall allow Contractor to settle such claim so long as 1) all settlement payments are made by Contractor, and 2) the settlement imposes no non-monetary obligation upon BCSD. BCSD shall reasonably cooperate with Contractor's defense of such claim.	Attorneys' fees that are indemnified should be reasonable, which assists Contractor with managing its risks.
7.1.18	All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District. However, Contractor shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services.	Contractor has made and continues to make a substantial investment in developing a high-quality work product and, on that basis, needs to protect its ownership rights.

7.1.30 (a)	Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District upon thirty (30) days' written notice to Contractor. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.	Contractor requires notice of terminations for convenience to allow contractor the opportunity to notify its employees and wrap up its operations.

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Cost Proposal

We have included our proposal pricing model, in addition to the Bidding Schedule/Price Business Proposal under separate cover as required in the solicitation.