

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
\*\*\*\* REQUIRED RESPONSE FORM\*\*\*\*

TITLE: RFP FOR Provision for School Age Child Care – Crystal Lake Elementary School #012-PSC-0811

(1)Anti-Collusion Statement/Public Domain
I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.
I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119,FS

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto, except as otherwise noted in this proposal. Provide a manual signature in the space below and return this form with your proposal.

\*\*SIGNATURE OF AUTHORIZED REPRESENTATIVE: (SIGN HERE)

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

TITLE: DATE:

PROPOSER (firm name):

STREET ADDRESS:

CITY & STATE:

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: FAX: TOLL FREE:

E-MAIL ADDRESS:

PROPOSER TAXPAYER IDENTIFICATION NUMBER

NOTE: Entries must be completed in ink or typewritten.

\*\*PLEASE PROVIDE AN ORIGINAL MANUAL SIGNATURE AND RETURN THIS FORM WITH YOUR PROPOSAL\*\*

PURCHASING DEPARTMENT

**Request for Proposal (RFP)**  
**Provision for School Age Child Care – Crystal Lake Elementary School**  
**RFP NO: 012-PSC-0811**

NOTICE TO INTERESTED PROPOSERS MAILED: July 27, 2011

DEADLINE FOR RECEIPT OF PROPOSALS: August 12, 2011, 3:00 pm ET

**Section I: Purpose & General Information**

**1.1 Purpose**

The School Board of Polk County, Florida (hereinafter referred to as the Board or the District) is seeking proposals from experienced and qualified providers to provide school age (Kindergarten through 5<sup>th</sup> grade) child care at Crystal Lake Elementary School.

**1.2 Written Questions**

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Scott Clanton, via the contact information in Section 4.1 of this RFP. All written questions must be received by the District no later than 5:00 pm August 4, 2011. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the contractor at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. No additional questions will be accepted after the deadline indicated above.

**1.3 Official Responses**

On or about August 5, 2011, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/default.htm>

**1.4 Receipt of Proposals**

Provide one (1) original proposal (with **manual signature** in the space provided on page 1) and five (5) copies of the proposal (for a total of 6).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Provision for School Age Child Care-Crystal Lake Elementary School, #012-PSC-0811. The deadline for receipt of sealed proposals is 3:00 p.m. (ET) on August 12, 2011 in the School Board Purchasing Office at the address shown in Section 4.1. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the proposer's

responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0045) at least five (5) days prior to the date of the opening.

**1.5 Anticipated Schedule of Events** (Subject to change as conditions may dictate)

<b>Activity</b>	<b>Date</b>
RFP posted on Purchasing Department web-site	July 27, 2011
Deadline for receipt of written questions to Purchasing – 5:00 pm	August 4, 2011
Release of responses to questions	August 5, 2011
Deadline for receipt of sealed proposals in the Purchasing Office - 3:00 p.m. (ET)	August 12, 2011
Evaluation Committee meeting to review responses. Woodlake Center – 9:00 am (ET)	August 15, 2011
Posting of Award Recommendation (on or about)	August 16, 2011
Approval of recommendation by the Board	September 6, 2011

\*Evaluation Committee meetings will be posted as a public notice at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/evaluationsandnotices.htm>

**1.6 Addendum**

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>

It shall be the responsibility of the proposer to be sure they received all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

**1.7 Contract Period**

This contract period shall cover the 2011-12 school year, beginning as soon as possible after contract award and shall end on the day preceding the first day of school of the 2012-2013 school year. A contract extension may be considered as provided under section 2.(i.) of the AGREEMENT.

## **Section 2 - Proposal Format and Information to Be Included in the Proposal:**

The District reserves the right to complete a site visit for verification of proposal information.

Please provide the following information in your submitted proposal(s):

### **2.1 Required documentation:**

#### **A. INTRODUCTION: Response may not exceed 1 page per item**

- \*Name and billing address of provider(s)
- \*Contact Person(s)
- \*Location(s) of centers (physical address)
- \*Number of years as a licensed child care center in Polk County
- \*Location of current School Age Child Care Programs (school name(s))

#### **B. PROGRAM POLICY DESCRIPTION *for School Age Child Care Program:* Explanations may not exceed 2 pages per item.**

- a. Philosophy of School Age program
- b. Child discipline policy
- c. Parent communication policy
- d. Staffing plan with required training credentials for each position listed (not actual staff names)
- e. Description of sliding fee scale or subsidy

#### **C. PROGRAM PRACTICE DESCRIPTION *for School Age Child Care Program:* Explanations may not exceed 2 pages per item. Special note: The implementation of the items below may be verified by District personnel site visits.**

- a. Daily routine including snack/food service routines (specific times are not requested).
- b. Special activities and clubs (Include purpose/goal, frequency, costs to parents for each event)
- c. Homework assistance opportunities (Include time frame and alternative activities per age group)

#### **D. Parent References**

The provider will furnish a minimum of three (3) references from parent/guardian that currently have children enrolled in the proposer's school age program.

References must be from three different families. References may not be a relative of the authorized representative signing the proposal and/or the owner/operator of the facility. References may not be an employee of the Proposer and/or the owner/operator of the facility.

Provide the following information for each reference: (Please provide only contact information, not actual reference letters.)

Name

Address

Telephone number (daytime)

email address

- E. Preschool Program After School Child Care.** Response may not exceed 1 page per item.

Statement of your willingness to accept Polk County Schools Preschool Program children (Head Start, PreK SR, VPK – 3 or 4 year olds) in the KidCare Program. This section will not be scored. The information in this section is for reference only for the Preschool Program Department.

## **2.2 Child Care License**

### **A. COPY OF CURRENT LICENSE**

### **B. COPY OF CURRENT LIABILITY INSURANCE CERTIFICATE**

- Insurance must include business liability and sexual abuse coverage.
- Successful proposers will be asked to submit a certificate of insurance with the Polk County School Board listed as an additional insured and certificate holder, in the amounts outlined in Item J of the AGREEMENT which is a part of this RFP.

### **C. Document all incidents of child care license revocation, suspension or provisional status. If such incidents have not occurred, provide a statement of continued active status.**

## **2.3 Additional Requirements**

- A. Please sign (in the space provided) and return the “Required Response Form” on page 1 of the RFP.**
- B. Complete and submit the AGREEMENT (included in this RFP on pages 8-14) as part of your proposal.
- C. One original and five copies of the proposal must be submitted (for a total of 6).
- D. Proposals should include a table of contents and tabbed dividers, organized in a soft covered 3-ring binder.

## **2.4 Preference for Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal. (See Attachment A)

**Section 3 – Evaluation Information**

**3.1 Evaluation Committee**

An evaluation committee consisting of District staff and others as determined by the School District will score all proposals and recommend contract awards. There will be a meeting of the evaluation committee on August 15, 2011 beginning at 9:00 am each day in Woodlake Center, 3425 New Jersey Rd., Lakeland, FL 33803 to score the proposals and recommend contract awards.

**POLK DISTRICT SCHOOL AGE CHILD CARE  
RFP RATING SHEET  
(To be completed by Evaluation Committee)**

Name of Bidder \_\_\_\_\_

<u>Evaluation Criteria</u>	<u>YES</u>	<u>NO</u>
<b>SECTION I</b>		
A. One original and five copies (for a total of 6) of the proposal were received by the time and date required in RFP	_____	_____
B. Introduction as requested in Section 2.1 A is included.	_____	_____
1. Name and billing address of provider(s)	_____	_____
2. Contact Person(s) and phone number	_____	_____
3. Location(s) of existing centers (physical address)	_____	_____
4. Number of years as a licensed child care center in Polk County	_____	_____
5. Location of current School Age Child Care Programs (School name or names)	_____	_____
C. Program Policy Description as requested in Section 2.1 B is included.	_____	_____
D. Copy of current license as requested in Section 2.2 A is included.	_____	_____
E. Copy of current Liability Insurance Certificate as requested in Section 2.2 B is included.	_____	_____
F. Parent references as requested in Section 2.1 D is included	_____	_____

If the proposer has received a “yes” answer to all of the above, please proceed to the next section. **A “no” response to any of the above criteria will result in automatic rejection of the proposal.**

**Evaluation Criteria Continued**

**SECTION II**

**The following information is to relate to your school age program, not other age groups.**

	<b><u>SCORE</u></b>
A. Program Policy Description for Kid Care Program (See Section 2.1B)	
a. Philosophy of school age program 10 possible points	_____
b. Child discipline policy 10 possible points	_____
c. Parent communication policy 10 possible points	_____
d. Staffing plan with required training credentials for each position listed 10 possible points	_____
e. Description of sliding fee scale of subsidy offered to parents 10 possible points	_____
B. Program Practice Description (See Section 2.1C)	
f. Daily routine including snack/food service routines 10 possible points	_____
g. Special activities and clubs (include purpose/goal, frequency, costs to parents for each event.) 10 possible points	_____
h. Homework assistance opportunities (include time frame and alternative activities per grade level) 10 possible points	_____
Total Possible Score	80
Total Score	_____
Grand Total Possible Score	_____

Please complete this Agreement and submit with your proposal.

**AGREEMENT**

This agreement entered into on this 1<sup>st</sup> day of school of the 2011-12 school year by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, 1915 South Floral Avenue, Bartow, Florida 33830, hereinafter referred to as the “**Board,**” and

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

Hereinafter referred to as the **PROVIDER,**” for the purpose of providing a before and after school child care program for the Polk County School District at selected elementary schools in the Polk County area. The parties hereto in consideration of the mutual covenants herein made agree as follows:

**WITNESSETH:**

WHEREAS, the SCHOOL BOARD has established before and after school child care programs at certain elementary schools; and

WHEREAS, the PROVIDER is desirous of implementing and managing certain before and after school child care programs;

NOW, THEREFORE, for and in consideration of these premises, mutual understandings and agreements herein contained and assumed the BOARD and the PROVIDER covenant and agree as follows:

1. The PROVIDER shall:
  - a. Provide before and after school child care programs for the 2011-12 school year for students enrolled at the following named elementary schools:  
  
Crystal Lake Elementary School
  - b. Provide a before and/or after school child care program that meets the following criteria:
    1. Personnel at the ratio of one (1) worker for every seventeen (17) students.
    2. Purchase all student consumable materials and expendable equipment for a quality program.

3. The monthly phone bill is the responsibility of the PROVIDER. However, the basic monthly charge shall be included in the usage fee (item 7 below). The phone is for local use; therefore charges above incidental long distance use will be at the PROVIDER'S expense.
4. PROVIDE DAILY PROGRAM OPERATION CURRICULUM as described in the RFP:
  - Supervised indoor and outdoor play
  - Scheduled homework time
  - Nutritious drinks and snacks
  - Arts and crafts activities to stimulate creative experiences
5. Provide a source of subsidy or sliding scale fee for low-income families. There will be a sibling discount.
6. Remit fees based upon licensing levels as follows:

<u>Number of Children</u>	<u>Monthly Fee</u>
1-25	\$400
26-35	\$450
36-45	\$500
46-70	\$600
Above 71	\$700

7. Remit fees that are due by the 15<sup>th</sup> of the month. If fees are not paid by the end of the month this contract may be cancelled upon five days written notice.

- c. Charge parents/guardians in accordance with the fee schedule below

<u>Program usage</u>	<u>Weekly Maximum fee</u>
AM & PM Care	\$60.00
AM Care only	\$30.00
PM Care Only	\$55.00

This fee includes teacher work or staff development days.

- It does not include holidays
- There will be a registration fee of \$25.00

The maximum charge for full day holiday or teacher work or staff development day drop-in is \$18.00. A regular attendee will be charged a maximum fee of \$8.00 in addition to the weekly fee.

Children are not to be in attendance until registration fee is paid and the insurance form completed and returned.

Parents/guardians of students participating in before school programs may be charged a maximum fee of \$30.00 per week per student.

- d. Provide set service hours
  1. Operate before school program from 6:30 a.m. until school starts.
  2. Operate after school program from dismissal of school to 6:00 p.m. on school days during the school year;
  3. Operate additional times necessary to provide services to comply with the district school calendar (Attachment B)
- e. The possibility of a summer camp, spring break, and winter holidays program will be individually negotiated.
- f. Comply with all applicable laws, regulations, rules, and ordinances of any state or local agency or government, including, but not limited to, licensure requirements including fingerprint requirements, training or staff development/training requirements. The PROVIDER must have a current active Polk County Child Care license.
- g. Maintain any and all portions of the school grounds and buildings used in these programs in a safe and clean manner, including repair of any damage which may occur by such use; this covenant and condition shall survive termination of the AGREEMENT.
- h. Hold harmless, indemnify, and defend the BOARD, its agents, and employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the BOARD, its agents by reason of any damage to property or injury or death of any person which arises out of, is incident to, or is in any manner connected with this AGREEMENT; this provision shall survive termination of this AGREEMENT and shall be binding on the parties' successors, representatives and assigns and cannot be waived or varied.
- i. The PROVIDER will pay for the students' accident Insurance either by obtaining the insurance through an insurance company of their choice, or by paying for the student accident policy to the insurance company used by the BOARD. If the PROVIDER chooses the latter option, they will pay for the student's accident policy directly to the BOARD'S insurance company, enclosing original application forms for insurance along with their payment.
  - Copies of the application forms shall be simultaneously submitted to the Child Care Senior Technician, Nancy Morgan, for monitoring purposes.
  - If the PROVIDER, chooses the option of obtaining the students' accident insurance through their own insurance company, a copy of that policy or application for insurance must be sent to the Director Preschool Programs

to determine that the benefits provided are at least as good as those provided by the BOARD'S insurance company.

- j. Provide comprehensive general liability insurance and sexual/child abuse insurance in the following amounts naming the BOARD as an additional insured and certificate holder:
  - Combined bodily injury and property damage limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, including products liability, personal injury liability, child abuse, and contractual liability, written on an occurrence form with defense costs paid in addition to the limit; Note: Umbrella coverage in order to meet the above liability insurance amounts may be acceptable when approved by the School Board Risk Management Department.
- k. The PROVIDER shall provide access to, or furnish whatever information is necessary to effect this monitoring. Permit the BOARD to monitor the aforementioned service program operated by the provider according to applicable regulations of the state and federal government. Said monitoring will include access to all client records.
- l. UNUSUAL INCIDENTS: The PROVIDER shall report by telephone all unusual incidents occurring in all subcontracted facilities or on sponsored trips away from the facility to the Child Care Senior Technician, Nancy Morgan, or designee within one hour of hearing of the incident. A written report shall follow within 24 hours and shall be submitted to the Child Care Senior Technician, Nancy Morgan.

2. The SCHOOL shall:

- a. Provide a classroom, the cafeteria, or other appropriate space with appropriate furnishings, closet, restrooms, access to the outside play area, and the cost of utilities.
- b. Communicate with the District-level administrator or designee to help coordinate the school age program.
- c. Coordinate the recruitment of children to participate in the program.
- d. Provide custodial services at each location.
- e. Provide and maintain phone lines.
- f. Contact the District-level administrator or designee to assist with licensing requirements.
- g. Storage area for equipment, educational materials, will be negotiated between the site principal and provider.



9. The Board reserves the option to limit the number of site awards to eligible providers. The intent of this option is to support increased number of providers and limit the liability to the Board due to loss of providers during the contract period.
10. Any amendment or modifications of this AGREEMENT shall not be effective unless in writing and executed by both parties. IN WITNESS WHEREOF, the BOARD and the PROVIDER have executed or caused this AGREEMENT to be executed by their duly authorized representatives.

**THE PROVIDER**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST

**THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**

\_\_\_\_\_  
BY Kay Harris Fields, Chairperson

\_\_\_\_\_  
DATE (SEAL)

\_\_\_\_\_  
ATTEST Sherrie B. Nickell, Superintendent of Schools

**NOTE: Sign and return the “Required Response form” on Page 1**

## **SECTION 4: GENERAL INSTRUCTIONS TO RESPONDENTS**

### **4.1 District Contact/Inquiries**

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Scott Clanton, Director of Purchasing  
The School Board of Polk County  
Post Office Box 391  
Bartow, Florida 33831-0391  
Fax: (863) 534-0802  
Phone: (863) 534-0572  
Email: [scott.clanton@polk-fl.net](mailto:scott.clanton@polk-fl.net)

The physical address for overnight and hand delivery only is:

Scott Clanton, Director of Purchasing  
The School Board of Polk County  
1915 South Floral Avenue  
Bartow, Florida 33830

### **4.2 Receipt of Proposals**

Provide one (1) original proposal (with **manual signature** in the space provided on page 1) and five (5) copies of the proposal (for a total of 6).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Provision for School Age Child Care – Crystal Lake Elementary School, #012-PSC-0811. The deadline for receipt of sealed proposals is 3:00 p.m. (ET) on August 12, 2011 in the School Board Purchasing Office at the address shown in Section 4.1. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0045) at least five (5) days prior to the date of the opening.

#### **4.3 Conflict of Interest**

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.

#### **4.4 Restrictions On Contacting The District**

Upon the issuance of this RFP, all contact with the District **must** be made through the designated contact person listed in Section 4.1. The Proposer **must** limit communication with the designated contact to the means specified in this document. Other District employees, representatives of the District and members of the Evaluation Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the proposers or their representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to the Purchasing Department. Proposers shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

#### **4.5 Addendum**

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> It shall be the responsibility of the proposer to be sure they received all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

**END OF SECTION 4**

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## **SECTION 5: GENERAL CONDITIONS, CONDITIONS AND INFORMATION**

### **5.1 Posting of RFP Award Recommendations**

RFP recommended awards will be posted for review by interested parties, at the School Board Administrative offices at 1915 South Floral Avenue, Bartow, Florida on or about August 16, 2011, and will remain posted for a period of at least 72 hours.

### **5.2 School Board Obligations**

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the respondents. The District reserves the right to reject any or all submitted proposals.

### **5.3 Vendor Obligations**

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address the requirements in this RFP. The decision of the District will be final in this regard.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

### **5.4 Lobbying**

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Evaluation Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 4.1.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member, district personnel, representatives of the District or Evaluation Committee members on the award of this Contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

### **5.5 Public Records**

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. Florida law exempts trade secret information from production in response to a request for copies of government documents. If you believe any portion of your proposal response contains information that is not subject to release under Florida law, you should specifically identify the information you believe is exempt from release and the specific statutory authority that covers the asserted exemption.

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Please note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements may be disclosed at a public meeting.

Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the District, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the District for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the District by reason of any legal action challenging your claim, and the District's refusal to disclose.

**5.6 Time**

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

**5.7 Public Entity Crimes Statement and Convicted Vendor List**

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

**5.8 Discriminatory Vendor List**

Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

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**5.9 Preference for Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal. (See Attachment A)

**5.10 Protest Procedures**

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**5.11 Insurance Requirements**

Provide comprehensive general liability insurance and sexual/child abuse insurance in the following amounts naming the BOARD as an additional insured and certificate holder:

- Combined bodily injury and property damage limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, including products liability, personal injury liability, child abuse, and contractual liability, written on an occurrence form with defense costs paid in addition to the limit; Note: Umbrella coverage in order to meet the above liability insurance amounts may be acceptable when approved by the School Board Risk Management Department.

**5.12 Patents And Royalties**

The Respondent, without exception shall indemnify and save harmless the School Board of Polk County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the School Board of Polk County, Florida. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. In addition, The District shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

**5.13 Compliance With The Jessica Lunsford Act**

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material

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default of this Contract/Agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

**5.14 Non-Warranty Of Specifications**

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk, and verification of all information herein, shall rest solely with the proposer. Neither the District nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**5.15 Replacement of Proposer's Staff**

All replacement personnel to be assigned to the District are subject to written approval by the District.

**5.16 Federal and State Tax**

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

**5.17 Indulgence**

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

**5.18 Proposers Mailing Address**

It is the responsibility of every proposer to register and maintain their current mailing address with the Polk County School Board Purchasing Department.

**5.19 Non-Collusion**

By submission and signature of the proposal and response to the RFP, the respondent declares that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Polk County School Board. The respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project.

**5.20 Other Information**

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

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Proposals not conforming with the instructions provided herein will be subject to disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

All proposals, whether accepted or rejected, shall become the property of the District. The District reserves the right to reject any and all proposals. The District reserves the right to waive irregularities in the proposals.

Should proposals require additional for the purpose of clarification, firms should be prepared to submit such additional information, in a timely manner, when so requested. The Purchasing Director may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

**END OF SECTION 5**

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## Section 6 - GENERAL INFORMATION/CONTRACT INFORMATION

**6.1 Contract Period** This contract period shall cover the 2011-12 school year, beginning as soon as possible after contract award and shall end on the day preceding the first day of school of the 2012-2013 school year. A contract extension may be considered as provided under Section 2.(i.) of the AGREEMENT.

- a. If a program is terminated during the contract period the program shall not be open for bid until the following school year.

**6.2 Contract Award**

The Board reserves the option to limit the number of site awards to any single eligible provider. The intent of this option is to support an increased number of providers and limit the liability to the Board due to loss of providers during the contract period.

**6.3 Sub-Contracts**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and The School Board of Polk County. The proposer(s) will be fully responsible to The School Board of Polk County for the acts and omissions of the sub proposer(s) and their employees. After award of Contract, any changes in subcontractors or sub proposers requires prior written approval by the District.

**6.4 Assignment of Contract and/or Payment**

This Contract or Agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of The School Board of Polk County.

The proposer herein shall not assign payments under this Contract or Agreement without the prior written consent of The School Board of Polk County.

**6.5 School Security**

Bidder acknowledges and understands that the goods or services contemplated by this Contract/Agreement may be delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this Contract by the District:

1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time.  
If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

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2. **Possession Of Firearms.** Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
  
  3. **Criminal Acts.** Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
  
  4. **Possession/Use/Under The Influence Of Mind Alerting Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.

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5. Compliance with the Jessica Lunsford Act. See Section 6.13

**6.6 Dispute Resolution**

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

**6.7 Other Contracts**

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor.

**6.8 Default**

In the event that the awarded proposer(s) should breach this Contract the District reserves the right to seek remedies in law and/or in equity.

**6.9 Legal Requirements**

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

**6.10 Permits and Licenses**

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

**6.11 Intellectual Property Rights**

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the Contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any Contract with the District.

**6.12 Termination of Contract for Cause**

The District shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the awarded vendor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded vendor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify

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the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Polk County for immediate cancellation. Upon cancellation the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

**6.13 Force Majeure**

Performance of obligations under this RFP and any subsequent Contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

**END OF SECTION 6**

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**DRUG FREE WORKPLACE CERTIFICATION FORM**  
**ATTACHMENT A**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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(vendor's signature)