

TERM CONTRACT

CONTENTS

TITLE

1. GENERAL CONDITIONS
2. SPECIAL CONDITIONS AND SPECIFICATIONS
3. PRICE SHEET
4. ORDERING INSTRUCTIONS
5. REVISIONS

SUBMIT BID TO:

STATE OF FLORIDA
INVITATION TO BID
 AGENCY TERM CONTRACT
 Bidder Acknowledgement

Telephone Number:

Page 1 of pages	BIDS WILL BE OPENED and may not be withdrawn within _____ days after such date and time.	BID NO.
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AGENCY MAILING DATE:	BID TITLE:
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STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME	REASON FOR NO BID
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	POSTING OF BID TABULATION Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about
AREA CODE	
TELEPHONE NUMBER TOLL-FREE NUMBER	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.
2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.
 - (a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
 - (b) **CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.
 - (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model available at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- (e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- (f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- (g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.
6. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds

the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Agency reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Agency is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Agency unless evidenced by a Change Notice issued and signed by the Agency Purchasing Director or Purchasing Agent.

7. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such a decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

8. NOTICE OF BID PROTEST BONDING REQUIREMENTS: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**

9. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

10. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the Agency may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from the Division of Purchasing vendor mailing list.
- b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.

12. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Agency at once, indicating in his letter the specific regulation

which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

14. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

15. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser 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 supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

16. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Florida. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.

17. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(2)(b) and (c), F.S. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

18. RENEWAL: The Agency reserves the option to renew the period of this contract, or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.

19. ABNORMAL QUANTITIES: Should any unusual or abnormal quantity requirements arise, the State reserves the right to solicit separate bids thereon.

20. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

21. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency. The agency may assign the resulting contract upon mutual consent.

22. LIABILITY: The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence.

23. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

24. DISTRIBUTION OF CERTIFICATION OF CONTRACT: One (1) copy of the Certification of Contract shall be furnished to each contractor as a result of this bid. It shall be the contractor's responsibility to reproduce and distribute copies of this certification to all distributors listed in this bid who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this certification by the contractor without prior approval of the Agency.

25. THE SUCCESSFUL BIDDER(S) MUST PROVIDE: A copy of any product literature and price list, in excellent quality black image on white paper.

26. ADDITION/DELETION OF ITEMS: The Agency reserves the right to add to or delete any item from this bid or resulting contract when deemed to be in the State's best interest.

27. ORDERING INSTRUCTIONS: Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidder must include complete and detailed ordering instructions, including SPURS vendor number(s) for invoicing dealers on the bid form provided.

28. PUBLIC PRINTING: A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.

29. PUBLIC RECORDS: Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE STATE OF FLORIDA, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA, DEPARTMENT OF OF: _____

Contract Number _____

Effective _____

BY: _____ (Date)
Authorized Agency Signature

**State of Florida
Department of Highway Safety
and Motor Vehicles**

**Neil Kirkman Building
Tallahassee, Florida**

DATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA 32399-0500

BID LIST REGISTRATION

July 28, 1998

With this sheet you have received bid documents for the following:

Bid or RFP # 00-00

Number of Addenda as of above date: NONE

Item(s) of Bid NAME OF THE BID

Date and time due September 2, 1998, 1998, 2:30 P.M.

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE, AND THEY DO NOT INCLUDE ATTACHMENTS REFERENCED IN THE BID TABLE OF CONTENTS. **TO RECEIVE ATTACHMENTS AND NOTICE OF CHANGES (ADDENDA) PLEASE ADD YOU FIRM TO OUR BID LIST** FOR THIS BID OR RFP ONLY. FILL IN THE INFORMATION BELOW AND **FAX THIS SHEET** TO OUR BUREAU OF PURCHASING AND CONTRACTS AT **(850) 922-6273**, OR MAILING IT TO US AT:

Department of Highway Safety and
Motor Vehicles
Neil Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524

Company Name _____

Address _____

City, State & Zip _____

Attn: _____

Telephone () _____

Fax No. () _____

Signed _____ Date _____

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

For further information on this process, you may telephone (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://fcn.state.fl.us/hsmv/purchasing> and select “Current Bid Solicitations & Awards”, or telephone our Bid Information Fax Vault at (850) 921-1290 from the touch tone telephone of your fax machine.

**NAME OF RFP
REQUEST FOR PROPOSALS**

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APPENDICES

Appendix A – Evaluation Criteria and Rating Schedule

Appendix B – Operating Budget Format

Appendix C – Fee Schedule Format

Attachments

Section 110.151, Florida Statutes

Chapter 60L-20, Florida Administrative Code

**CHILD CARE SERVICES FOR CHILDREN OF STATE EMPLOYEES
REQUEST FOR PROPOSALS**

II. GENERAL INFORMATION

- A. PURPOSE:** The purpose of this Request for Proposals (RFP) is to provide information and guidelines for the submission of proposals to the Department of Highway Safety and Motor Vehicles (DHSMV) for the operation of the Ina S. Thompson Child Care Center (Center) for children of state officers and employees in Tallahassee, Florida.
- B. AUTHORITY:** Section 110.151, Florida Statutes, authorizes the Department of Management Services (DMS) to approve, administer, and coordinate child care services for state officers' and employees' children or dependents. Chapter 60L-20, Florida Administrative Code, sets forth the procedures which sponsoring agencies must follow in establishing affordable, high quality childcare services for state employees.
- C. PROGRAM DESCRIPTION:** The State Employee Child Care Program allows work-site centers to be located in state-owned space or in privately-owned buildings leased by the state. The Program is limited to preschool-aged children and must include infants and toddlers. Before/after school care for school-aged children is not included in the Program. Only state employees are eligible to enroll their children in the centers, with the employees of the sponsoring agency(ies) having first priority for enrollment. The sponsoring state agency is authorized to provide the space, utilities, maintenance and replacement of state-owned equipment, but has no authority to subsidize operational costs for their employee's child care service. A private service provider is selected by competitive contract to operate the center. The Service Provider has primary responsibility for the day-to-day operation of the center. The Service Provider must comply with all state and local standards for the licensure and operation of child care facilities, maintain adequate liability insurance coverage, and assume financial and legal responsibility for the operation of the center. The Service Provider covers all costs of the child care service (staff, food, supplies, insurance, etc.) by charging the parents monthly fees which are payroll deducted from the employee's paycheck. The State supplements the cost by providing the facility in order to make more convenient, higher quality and affordable child care available to state employees, who pay average market rate for the child care. Neither the Service Provider/Center Operator nor any personnel employed by the Service Provider/Center Operator shall be deemed to be employees of the State. The sponsoring state agency is responsible for the management of the contract with the Service Provider.

- D. CENTER INFORMATION:** The Child Care Center located at the Kirkman Building Annex, 2900 Apalachee Parkway, Tallahassee, opened in March, 1986. The center has **2,685** sq. ft. of facility space and **4,500** sq. ft. of outside playground area with a licensed capacity of 99 children. Desired enrollment is 96 children, with approximately 22 infants/toddlers and approximately 74 preschoolers. Actual number and ages of children enrolled will depend on the child care needs of state employees. Only state employees are eligible to enroll children in the center. The center's first enrollment priority is DHSMV employees, although all state employees working for other agencies are eligible. The center has a fully-equipped food service kitchen. Kids, Inc., of Tallahassee currently operates the center. The current contract term will end December 31, 1998.
- E. CONTACT PERSON:** The contact person for inquiries pertaining to this RFP is: **Russ Rothman**, Chief of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524. Telephone (850) 488-8290, Fax (850) 922-6273.
- F. SUBMISSION OF PROPOSALS:** Sealed proposals must be delivered to: **Russ Rothman**, Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524. All proposals must be received at this location by 2:30 P.M., on **September 2, 1998**. All proposals must be prepared in the format specified in this RFP. Any and all costs incurred by an offeror in preparing proposals in response to this RFP shall be the sole responsibility of the offeror.
- G. MANDATORY REQUIREMENTS:** The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not be itself cause rejection of a proposal.
- H. NON-RESPONSIVE PROPOSALS, NON-RESPONSIBLE OFFERORS:** Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFP are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is impossible, or those which affect the competitiveness of proposals or the cost to the State. Offerors whose proposals do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the material requirements of the RFP, and which offerors are responsible.

I. QUESTIONS, REQUESTS FOR CHANGES, DISPUTES: Questions concerning conditions and specifications of this RFP, and/or requests for changes to conditions and specifications must be in writing, addressed to the Issuing Officer, and received no later than 5:00 P.M., on **August 12, 1998**. The Department will prepare tentative responses to all questions and/or requests for changes, timely received, for discussion at a pre-proposal conference to be held at 2:00 P.M., **August 17, 1998**, in the Executive Conference Room A436, in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee. Copies of questions and final answers, along with any changes to the RFP resulting from or following the discussion at the pre-proposal conference, will be mailed to all firms who were furnished a copy of this RFP, in the form of a written addendum, as soon after the pre-proposal conference as reasonably practicable. Any prospective offeror who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this RFP, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all proposals, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the RFP or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in section 287.04292(c), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

J. SERVICE PROVIDER CONTRACT: The contract will be in effect for five years, January 4, 1999 through December 31, 2003. Contingent upon satisfactory performance by the Service Provider, the contract may, if mutually agreed upon, be renewed for five years or extended one time by DHSMV for six months. Notwithstanding approval requirements which may be reserved to the DHSMV under the contract, the Service Provider retains the ultimate responsibility to ensure and guarantee the quality of services to be provided under the contract. The Service Provider is fully and solely responsible for performing and completing the services specified herein and within the provider contract to the satisfaction of the DHSMV.

Note: The current service provider would like to see an earlier start up date than January 4, 1999. The Department will give 2 bonus points per month (not to exceed 4 points) for each full month that the new service provider can begin the child care services prior to January 1, 1999.

K. TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract if the Department determines any of the following have occurred.

1. Service Provider knowingly furnished any statement, representation, warranty or certification in connection with the RFP or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;

2. Service Provider fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The performance of the Contract is substantially endangered by the action or inaction of the Service Provider, or such occurrence can be reasonably anticipated;

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Service Provider shall have ten (10) calendar days after the receipt of said notice to remedy the failures or problems. If the Service Provider fails to do so remedy, the Department of Highway Safety and Motor Vehicles may cancel the contract.

L. TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

M. TERMINATION FOR CONVENIENCE: The Department reserves the right to terminate the Contract or any part of the Contract at its convenience, upon 30 day notice to the Service Provider.

The Service Provider may terminate the contract in its entirety at its convenience, upon 180 days notice in writing to the Contract Manager. All of the Service Provider's obligations under the contract will remain in force during the 180 day notice period.

N. SERVICE PROVIDER'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, the Service Provider shall:

1. Continue providing quality child care services that ensure the health and safety of the children until another provider takes over operation of the center or until the current provider is released from the contract by the Department.
2. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract which is in the possession of the Service Provider and in which the Department has or may acquire an interest.

3. Upon the effective date of termination of the contract, the Service Provider shall transfer, assign, and make available to the DHSMV all center furnishings and materials, including all toys, classroom furnishings, equipment, furniture, appliances, program supplies, center and children's records, and all other property belonging to the DHSMV.
4. Cooperate and coordinate with the DHSMV and the new service provider for a smooth transition in a effort to make the change in service provider as easy as possible for the children and parents.

O. PRISON INDUSTRIES: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (850) 487-3774.

III. SCHEDULE OF EVENTS

- A. ADVERTISEMENT:** This RFP will be advertised on the Florida Communities Network Vendor Bid System beginning on **July 28, 1998**.
- B. RELEASE OF THE REQUEST FOR PROPOSAL:** This RFP is available to prospective offerors from 10:00 A.M. on **July 27, 1998**, at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway.
- C. QUESTIONS/PROPOSED CHANGES:** All questions and/or proposed changes to this RFP must be submitted to the Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, by 5:00 P.M., on **August 12, 1998**.
- D. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway, at 2:00 P.M., on **August 17, 1998**, to discuss this RFP and respond to questions. Any questions pertaining to this RFP will be discussed at this conference and answered in writing subsequent to this conference. NOTE: Attendance at the bidder's conference is not a prerequisite for acceptance of proposals from respondents.

E. ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed, please advise the contact person identified in Section II (E) of this RFP no later than five working days prior to the event.

- F. DEADLINE FOR SUBMISSION OF PROPOSALS AND PROPOSAL OPENING:** The deadline for receipt of proposals is 2:30 P.M., on **September 2, 1998**. Technical and costs proposals will be publicly opened at this time, and the names of the respondents read aloud. This public proposal opening will be held in Executive Conference Room A436, Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Cost proposals will be publicly opened and read aloud at **2:30 P.M., September 10, 1998**, in the same place, after reading of the technical proposal scores.
- G. CONTRACT AWARD:** *Agency* reserves the right to award the ensuing contract to the responsive offeror whose proposal is determined to be the most advantageous to the State, taking into consideration parent fees and other evaluation criteria set forth in this RFP. Award of the contract will be made to the proposer whose proposal receives the highest total points after evaluation of both the Technical Proposal and Cost Proposal. Proposal tabulation with recommended award will be posted for review by interested parties at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway on or about **4:30 P.M., September 10, 1998**, and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in section 120.53(5), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

IV. DEFINITIONS

- A. OWNER (SERVICE PROVIDER):** Pursuant to Rule 60L-20, Florida Administrative Code, the Service Provider is the entity to which the contract will be awarded. The Service Provider or Owner is the person licensed pursuant to section 402.302(11), Florida Statutes. As used herein the terms service provider and owner are interchangeable.
- B. OPERATOR (Director):** Pursuant to section 402.302(10), Florida Statutes, the Operator is the on-site person responsible for the day-to-day operation of the facility, whether or not that person is the Owner. As used herein the terms operator and director are interchangeable.
- C. AGE GROUPS**
1. **Infants:** Children between the age of six weeks and twelve months.
 2. **Toddlers:** Children between the age of twelve months and twenty-four months.
 3. **Two Year Olds:** Children between the age of twenty-four months and three years.

4. **Three Year Olds:** Children who are between the ages of three and four years.

5. **Four and Five Year Olds:** Children who are between the ages of four and six years.

D. **VALID PROPOSAL:** A responsive offer in full compliance with the request for proposal specifications and conditions by a responsible person or firm. The responsiveness of a proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the offeror will be determined as of the time the proposal is publicly opened.

(a) Responsive offeror means a person or firm, which has submitted a proposal which, conforms in all material respects to the request for proposal.

(b) Responsible or qualified offeror means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance.

V. RESPONSIBILITIES OF THE SPONSORING AGENCY

A. **Liaison with Other Agencies and Organizations:** DHSMV, as the sponsoring agency, will serve as the liaison with the Department of Management Services; with other state agencies whose employees use the child care service; and with other appropriate state and local organizations.

B. **Contract Management:** DHSMV will designate a Contract Manager responsible for ensuring compliance with the Service Provider contract.

C. **Financial Responsibility:** DHSMV as the sponsoring agency, shall be responsible for all rent, utilities, major repairs, structural maintenance and replacement of large state-owned equipment/furnishings or appliances except where such repair or replacement is clearly due to the negligence of the Service Provider.

VI. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. **General Statement:** The Service Provider and Operator (Director) of the Center will be responsible for providing quality physical care and developmental activities appropriate to the ages of the children enrolled in the Center; selecting and managing staff assigned to the Center; selecting and managing staff assigned to the Center; and managing the budget and operations of the Center, including but not limited to, janitorial service and daily maintenance.

- B. Compliance with Laws, Rules and Ordinances:** The Service Provider shall comply with Chapter 65C-22, F.A.C.; Chapter 60L-20, F.A.C.; local ordinances; other applicable state or federal laws as amended from time to time and all requirements set forth in this RFP. The Service Provider will be required to comply with the strictest of the standards established by law, including any rule or ordinance, or by this RFP.
- C. Facility/Equipment Maintenance:** It is incumbent upon the Service Provider and Operator to take reasonable care of the facility, all permanent fixtures within the Center, and any furniture and equipment provided by DHSMV. Reasonable care includes regular cleaning and janitorial services. If the space, fixtures, or equipment are negligently used, the Service Provider shall be responsible for repairs or replacements. Such repairs or replacement shall be performed in a timely manner and to the satisfaction of DHSMV. The Service Provider shall be responsible for maintaining an adequately and appropriately equipped center by providing age-appropriate toys, educational materials, program and consumable supplies.
- D. Liability Insurance and Indemnification:** Upon execution of the contract, the Service Provider shall furnish DHSMV with written verification of comprehensive general liability insurance coverage of not less than \$1,000,000. Student accident/medical insurance coverage with no deductible shall also be maintained by the Service Provider. The Service Provider shall be responsible for maintaining the insurance with liability and coverage limits no less than previously referenced throughout the duration of the contract and for all periods during which the Service Provider is responsible for the operation of the Center. The Department of Highway Safety and Motor Vehicles shall be named as an additional insured on each policy.

The Service Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the State harmless from all claims, suits, judgements or damages, including court costs and attorney's fees, arising out of negligence or omission by the Service Provider, Operator, and all staff or volunteers of the Center throughout the duration of the contract and for all periods during which the Service Provider is responsible for the operation of the Center.

- E. Financial Responsibilities and Record Keeping:** Except as provided in Section V., C, the Service Provider shall be responsible for all costs of operating the Center including such expenses as salaries, liability insurance, food services, toys, consumable and program supplies, licensure fees, fingerprint and background screening, office supplies, staff training, taxes, janitorial services, and any other expenses incurred in operating the program. The Service Provider shall maintain books and records in accordance with Generally Accepted Accounting Principles (GAAP) relating to all costs of operating the Center. The Service Provider shall maintain an inventory of all equipment and supplies provided by the State and shall submit inventory records to DHSMV no later than each June 30.

The Service Provider will be required to maintain financial and program data and shall file a quarterly balance sheet and income statement no later than each October 31, January 31, April 30, and July 31 for the preceding calendar quarter and fiscal year to date. Such data shall include, but not be limited to, numbers of children served in each age group; comparison of monthly budget and expenditures; staffing patterns and staffing changes. Financial records shall sufficiently and properly reflect all expenditure of funds related to operation of the program. All records shall be subject to review or audit by DHSMV, and other personnel duly authorized by the State. The Service Provider shall provide DHSMV with copies of all health, safety, fire or other inspections no later than seven (7) calendar days from receipt of same. In the event DHSMV's immediate action is necessary pursuant to the inspection, Service Provider shall provide DHSMV with a copy of such inspection no later than one business day from conduct of the same. The Service Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the Service Provider in conjunction with this RFP and contract. It is expressly understood that upon the Service Provider's refusal to comply with this provision, DHSMV shall have the right to terminate the contract.

- F. Enrollment and Payment of Fees:** The Service Provider shall be responsible for enrolling children of state employees in accordance with the enrollment policy of DHSMV, as approved by DMS, pertaining to eligibility and procedures. Work-site centers established under section 110.151, F.S., are to be used exclusively by regular, full-time employees of the State of Florida. The State requires state employees to pay child care fees by payroll deduction. The state agencies that employ parents of children who are enrolled in the Center will make payroll deductions, and remit such sums to the Service Provider in a timely manner. No additional charges or assessments may be collected from the parents by the Service Provider without the approval of DHSMV. Any changes in fee schedule not included in the proposed operating budget must be submitted to DHSMV for approval not less than 45 days prior to their effective date, and if approved, parents must be notified by the Service Provider at least 30 days prior to the effective date of any fee schedule change.
- G. Access/Written Materials:** The Service Provider shall ensure that parents, the public, and representatives of the State of Florida and DHSMV have reasonable access to the Center for purposes of visitation and observation during normal operating hours. DHSMV reserves the right to review all written and/or printed materials utilized in the operation of the Center and such material shall be subject to the approval of DHSMV. Any materials determined to be inappropriate by DHSMV shall be immediately removed from the Center.

VII. PROGRAM REQUIREMENTS

A. General Requirements: Standards to be applied in the operation of the Center are the State Child Care Standards (Chapter 65C-22, F.A.C.), local standards where applicable, and standards set by the Department of Management Services (Chapter 60L-20, F.A.C.). The Service Provider shall provide quality childcare for a maximum of 99 children. Enrollment shall consist of all three age groups, as defined in Section IV, C, with no one age group making up more than 80% of the Center enrollment at any given time. The hours of operation for the center shall be based on the work schedules of the majority of parents using the center and shall cover the State’s flexible work schedule from 7:00 A.M. until 5:30 P.M., Monday through Friday, excluding all official State holidays. The Center’s annual calendar must coincide with the official calendar for state employees. The Center may be closed on those days specified as official paid holidays for all state employees.

These are: **New Year’s Day, Martin L. King’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day**

There shall be at least one supervisory or lead staff person for each age group of children. The Operator (Director) shall be on the premises the majority of the time the Center is open. In the absence of the Operator there must be one adult at least 21 years of age in charge of the facility and on the premises at all times. At no time during the Center’s open hours shall there be less than two staff persons on site.

B. F. Health and Safety: The Center shall comply with all health, sanitation and safety requirements detailed in Chapter 65C-22, F.A.C. This includes maintaining compliance with general licensed capacity and room capacity, maintaining appropriate staff/child ratios, and adequate supervision of all children at all times. Policies and procedures for child health and safety must include, but are not limited to: communicable disease control; first aid; fire and other emergencies; administering medication; transporting children; reporting suspected child abuse/neglect; reporting unusual incidents; and a method for daily check-in/check-out of children

Qualifications of Service Provider: The Service Provider must be at least 21 years of age and have at least 3 years of experience in owning/operating a licensed child care facility. In addition, the Service Provider must meet all child care personnel requirements outlined in Chapter 402, F.S., Chapter 65C-22, F.A.C., and Chapter 60L-20, F.A.C.

C. Center Personnel Qualifications: DHSMV reserves the right to review the qualifications of the Center’s Operator (Director) and staff. Failure to retain an Operator and staff who meet the age, training, health, supervision and other

personnel requirements, and the qualifications enumerated in this RFP may constitute grounds for termination of the contract. The DHSMV shall make the final determination of such qualifications in the event of a dispute.

D. Minimum Qualifications of Staff: All child care personnel, including the Center Operator (Director), employees, substitutes, and volunteers shall meet all personnel requirements, health requirements, and training requirements, as stated in Chapter 65C-22, F.A.C. In addition, the Center Operator and staff shall meet the following personnel qualifications:

1. **Operator:** The Operator (Director) must be at least 21 years of age and have at least a Child Development Associate (CDA) Credential or the state-approved equivalent. In addition, the Operator shall have at least one year of administrative/supervisory experience in programs for young children, including program management, curriculum design and supervision of child care staff.

2. **Teachers or Lead Staff:** Are persons directly responsible for supervising the care of children. There shall be at least one staff member with a Child Development Associate (CDA) credential or equivalent for every 20 children, enrolled at the center. All teachers or lead staff person shall be at least 18 years of age and; shall have a high school diploma or equivalent.
3. **Assistants and Aides:** Are persons who carry out program activities under the supervision of the teachers or lead staff. These staff members shall be at least 18 years of age.

E. Minimum Staffing Requirements: The minimum staffing requirements are:

- One staff person for every 4 infants (under 12 months)
 - One staff person for every 5 toddlers (12 to 24 months)
 - One staff person of every group of 10 two-year olds (24 to 36 months)
 - One staff person for every group of 12 three year olds
 - One staff person for every group for 15 four and five year olds
- . All indoor and outdoor areas, including furnishings, equipment and supplies shall remain clean, safe and free from hazards. The Operator shall conduct regular maintenance and sanitary checks of the building, playground, toys, equipment and furnishings and immediately report problems to the Contract Manager.

G. Nutrition Plan/Food Service: Children enrolled in the Center shall be provided meals and snacks of a quantity and quality that meet or exceed the current National Research Council's Recommended Dietary Allowances and the U.S. Dietary Guidelines for Americans. Meals may be prepared on site or the Service Provider may contract for the delivery of meals with an appropriately licensed vendor. All food preparation requirements outlined in Chapter 65C-22, F.A.C., shall apply.

H. Daily Routine and Activity Program: To the extent possible, the program should follow the criteria for high quality programs established by the National Academy of Early Childhood Programs (National Association for the Education of Young Children). Separate programs must be designed to accommodate each age group, i.e., infants, toddlers, and preschool children. The daily program must provide activities to foster brain development. The program must provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children and must include classical music and at least 30 minutes of reading to the children each day. The Center must provide training for parents which includes direct dialogue and interaction between teachers and parents demonstrating the urgency of brain development in the first year of a child's life.

Additionally, the daily program for infants and toddlers shall provide planned activity periods suitable to the ages and developmental levels of the children, with ample opportunities for exercise and activity outside their cribs. The daily program for children over two years of age shall be planned to provide meaningful experiences geared to the age and developmental level of the children and to meet the social, emotional, physical and intellectual needs of each child as well as those of the total group. The daily program for all age groups shall provide for both indoor and outdoor play, weather permitting. Each age group or class shall have the written plan of activities and the daily schedule posted in a place accessible to the parents. The written plan shall include varied activities which indicate both quiet and active periods, indoor and outdoor play, as well as meals, snacks and nap periods.

I. Parent Involvement/Communication: The Center shall provide opportunities for parent involvement in the program and shall provide parents with all written information required in section 402.3125, F.S. Additionally, parents will be provided with a Parent Handbook outlining all Center rules and regulations; written child progress reports at least annually; and a Center newsletter distributed at least quarterly. The Operator will be responsible for working with the parent organization and its officers to promote and encourage parent involvement in the Center and to resolve parent concerns about the operation of the Center.

J. Florida Child Care Subsidy Program: Thirty to forty percent of families using the Ina Thompson Center participate in or are eligible for the State's Subsidized Child Care Program, which is administered by the Florida Department of Children and Families through the community child care coordinating agencies. The Service Provider must make a good faith effort to continue or improve the availability of this subsidy for eligible state employee's children who are enrolled at the Center. For information on the subsidized child care program, contact Pam Davis at Kids, Incorporated, (850) 414-9800. The new Service Provider is also encouraged to continue participation in the USDA Child Care Food Program. You may contact JoAnn Boatright at Department of Health (850) 922-9629 for more information about the program.

K. Program Start-up: The Service Provider is responsible for ensuring that services will begin no later than **January 4,1999.**

VIII. INSTRUCTIONS TO APPLICANTS FOR RESPONDING TO THIS RFP

Required Documents: All of the documents listed in this section **must** be submitted in order for your proposal to be considered responsive. The absence of any of these documents shall deem the proposal to be non-responsive and the proposal shall not be evaluated. **Submit separately sealed technical and cost proposals.** One (1) signed sealed original and three (3) sealed copies of each technical response must be submitted.

Submit one (1) signed and sealed cost proposal. Faxed proposals will **NOT** be accepted. Each proposal must be clearly marked: RFP NO. **003-99**, and labeled either “Technical Proposal” or Cost Proposal” as appropriate. Proposals must be typewritten on 8-1/2” x 11” pages. The text of the proposal must be clear and easy to read and each page must be numbered.

A. Technical Proposal

1. **Contractual Services Acknowledgement Form:** A completed **Request for Proposal: Contractual Services Acknowledgement Form** (Form PUR 7033) must be submitted. Proposals must be made in accordance with the :”General Conditions” stated on the form.
2. **Transmittal Letter:** The transmittal letter shall include the following: title of project; name of the organization or individual submitting the proposal; their address (street, city, zip code); phone number; a contact person; and child care licensing status with license number and expiration date, if applicable. The transmittal letter must also contain a signature block with the original signature of the appropriate individual who is authorized to legally bind the respondent to the terms and conditions of the proposal and the contract.
3. **Project Abstract:** Offerors shall provide a brief, preferably one page, abstract of the proposal highlighting key elements regarding services proposed; implementation plans, and organizational capability.
4. **Qualifications of the Service Provider**

(a) The proposal shall describe all relevant services that the Service Provider has provided and/or is currently providing, including dates, locations, numbers and types of populations served, and elements of service.

- (b) The proposal shall describe any accreditation or other similar standards that the Service Provider meets.

- (c) If the Service Provider has been licensed to operate a child day care center in the past or currently owns or operates such a center, the proposal shall also include the most recent financial statement for the center or centers. Certified statements are preferred, if available.
- (d) The proposal must include, as references, at least three names and addresses of persons who are knowledgeable of the Service Provider's capability to operate and manage a quality child day care center which will serve the numbers and age groups of children specified in the proposal.
 - 5. **Center Personnel Qualifications:** The proposal must include the educational and experience qualifications for the center operator (director) and all staff. Job descriptions and salary range for each proposed position must be included.
 - 6. **Staffing Plan/Patterns:** The proposal must include a staffing plan which includes the following:
 - (a) The number of employees and their positions. Staffing schedules for ratio coverage.
 - (b) Employee training and staff development programs that will be utilized.
 - (c) Outline of personnel policies and employee benefits.
 - 7. **Health and Safety Plans:** The proposal must describe policies and procedures for child health and safety. Written policies must include, but are not limited to: communicable disease control; first aid; fire and other emergencies; administering medication; transporting children; reporting unusual incidents; and method for daily check-in/check-out of children.
 - 8. **Nutrition Plan/Food Service:** The proposal must include a plan for how the nutritional needs of the children will be met. The plan must include a sample weekly menu showing the types of meals and snacks to be served and how infant formula will be handled. The proposal must also include plans for on-site food preparation or specific plans for contracting for catered food service. The proposal must also address efforts to participate in the USDA Child Care Food Program.
 - 9. **Daily Routine and Activity Plan:** The proposal must include a general philosophical statement on the objectives of the program. In addition, a detailed curriculum and plan of activities by age group for a typical day must be provided. The proposal must include activity and training plans to foster brain development.

10. **Parent Involvement/Communication Plan:** The proposal must explain how the Operator will work with the parents in promoting parent involvement and in resolving parent concerns about the operation of the Center and care of the children. An outline of center policies and procedures to be provided to parents must be included.
11. **Subsidized Child Care Program:** Address plans for continuing involvement in the subsidized child care program.
12. **Program Start-up:** The proposal must describe plans for recruiting, hiring, and training staff. To the extent possible, current staff should be given hiring preference for continuity and ease of transition. The proposal must also describe plans for adequate and appropriate replacement of consumable, educational and other supplies and acquisition of those items not provided by the State.

B. Cost Proposal

1. **Operating Budget:** The information required in this section must be submitted in the format provided in Appendix B.
2. **Fee Schedule:** The information required in this section must be submitted in the format provided in Appendix C.

Appendix A

EVALUATION CRITERIA AND RATING SCHEDULE

SCORING METHOD: Award of the contract will be made to the proposer whose proposal receives the highest total points after evaluation of both the Technical Proposal and Cost Proposal.

- a. **Operating Budget:** The operating budget will be compared to the technical and cost proposals. The operating budget must support and substantiate both the technical proposal and the cost proposal (fee schedule). Proposals not supported and substantiated by the operating budget, in the sole judgement of the State, will be rejected as non-responsive.

- b. **Fee Schedule:** The evaluation will use present value methodology, as required by section 287.0572, Florida Statutes, and Rule 60A-1.002(10) (c), Florida Administrative Code, with the present value discount rate as supplied by the Department of Management Services, which shall be the rate identified in the Interest Rates: Money and Capital Markets Section published in the Federal Reserve Bulletin for the last published month at the time of issuance of the Request for Proposals. The present value discount rate published in the applicable issue of the Federal Reserve Bulletin to be used in evaluating proposals is **5.61%**. The lowest overall sum of present value of the valid proposals will receive the maximum 30 points. Others will be scored by the following formula.

$$\frac{\text{Lowest Valid Proposal}}{\text{Proposal Value to be Scored}} \times 30 = \text{Score}$$

**EVALUATION CRITERIA AND RATING SCHEDULE
(Corresponds to Section VIII, Instructions to Applicants for responding to the RFP)**

I.	<u>Evaluation of Technical Proposal</u>	<u>Number of Points</u>	<u>Percent of Significance</u>
1.	Project Abstract; General Proposal; Implementation Plans; and Organizational Capability	5	5.0%
2.	Qualifications of the Service Provider	8	8.0%
3.	Center Personnel Qualifications	8	8.0%
4.	Staffing Plan/Patterns	9	9.0%
5.	Health and Safety Plan	8	8.0%
6.	Nutrition Plan/Food Service	6	6.0%
7.	Daily Routine and Activity Plan	9	9.0%
8.	Parent Involvement/Communication Plan	2	2.0%
9.	Plan to Continue Subsidized Child Care	9	9.0%
10.	Program Start-up of Services	4	4.0%
11.	BONUS points for earlier start up date than 1/4/9	2	2.0%
TOTAL FOR TECHNICAL PROPOSAL		70	70%
II.	<u>Evaluation of Cost Proposal</u>	<u>Number of Points</u>	<u>Percent of Significance</u>
a.	Operating Budget	Pass/Fail	N/A
b.	Total Cost (Fee Schedule) Monthly fees for all age groups for entire term of contract	30	30%
TOTAL FOR COST PROPOSAL		30	30%
GRAND TOTAL		100	100%

Appendix B

OPERATING BUDGET FORMAT

To be submitted with Cost Proposal

**CHILD CARE PROPOSAL
OPERATING BUDGET FORMAT**

A. IDENTIFYING INFORMATION:

Name: Chappell Schools Inc.

Telephone: 904-739-1279

Contact Person: Katheryne Chappell Drennon

B. NUMBER OF CHILDREN TO BE SERVED:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Infants (6 weeks – 12 months)	10	11	11	11	11
Toddlers (12 mo. – 24 months)	8	9	9	9	9
Preschoolers (2 years – 5 years)	59	67	73	73	73

C. PROJECTED REVENUE:

		<u>Annual Income Year 1</u>	<u>Annual Income Year 2</u>	<u>Annual Income Year 3</u>	<u>Annual Income Year 4</u>	<u>Annual Income Year 5</u>
10	Infants x \$390 month	46,800				
11	Infants x \$400 month		52,767			
11	Infants x \$410 month			54,086		
11	Infants x \$420 month				55,438	
11	Infants x \$430 month					56,824
8	Toddlers x \$390 month	37,440				
9	Toddlers x \$400 month		43,173			
9	Toddlers x \$410 month			44,252		
9	Toddlers x \$420 month				45,359	
9	Toddlers x \$430 month					46,493
16	2 Year Olds x \$360 month	69,120				
18	2 Year Olds x \$369 month		79,704			
19	2 Year Olds x \$378 month			86,235		
19	2 Year Olds x \$388 month				88,391	
19	2 Year Olds x \$397 month					90,601
19	3 Year Olds x \$360 month	82,080				
22	3 Year Olds x \$369 month		97,416			
24	3 Year Olds x \$378 month			108,929		
24	3 Year Olds x \$388 month				111,652	
24	3 Year Olds x \$397 month					114,443
24	4 Year Olds x \$360 month	103,680				
27	4 Year Olds x \$369 month		119,556			
30	4 Year Olds x \$378 month			136,161		

30 4 Year Olds x \$388 month
30 4 Year Olds x \$397 month

139,565

143,054

	Annual Income <u>Year 1</u>	Annual Income <u>Year 2</u>	Annual Income <u>Year 3</u>	Annual Income <u>Year 4</u>	Annual Income <u>Year 5</u>
_____ 5 Year Olds x \$ _____ month	_____				
_____ 5 Year Olds x \$ _____ month		_____			
_____ 5 Year Olds x \$ _____ month			_____		
_____ 5 Year Olds x \$ _____ month				_____	
_____ 5 Year Olds x \$ _____ month					_____

Total Parent Fees 4,620 5,220 5,580 5,580 5,580
 Other Income (specify)

TOTAL PROJECTED INCOME: 343,740 397,836 435,244 445,985 456,995

D. PROJECTED EXPENSES:

1. Direct Service and Support Expenses:

a. Direct Service Salaries:

	Annual Cost <u>Year 1</u>	Annual Cost <u>Year 2</u>	Annual Cost <u>Year 3</u>	Annual Cost <u>Year 4</u>	Annual Cost <u>Year 5</u>
1 Center Director x \$13.66 hr.	23,920	24,518	27,040	27,716	28,409
5 Lead Teachers x \$7.00 hr.	72,800				
5 Lead Teachers x \$7.18 hr.		74,620			
5 Lead Teachers x \$8.00 hr.			83,200		
5 Lead Teachers x \$8.20 hr.				85,280	
5 Lead Teachers x \$8.41 hr.					87,412
5 Teachers x \$6.50 hr.	67,600				
5 Teachers x \$6.66 hr.		69,290			
5 Teachers x \$7.50 hr.			78,000		
5 Teachers x \$7.69 hr.				79,950	
5 Teachers x \$7.88 hr.					81,949
5 Teachers Aides x \$5.50 hr.	57,200				
5 Teachers Aides x \$5.64 hr.		58,630			
5 Teachers Aides x \$6.50 hr.			67,600		
5 Teachers Aides x \$6.60 hr.				69,290	
5 Teachers Aides x \$6.83 hr.					71,022
_____ Custodian x \$ _____ hr.	_____				
_____ Custodian x \$ _____ hr.		_____			
_____ Custodian x \$ _____ hr.			_____		
_____ Custodian x \$ _____ hr.				_____	

Custodian x \$ _____ hr. _____

				Annual Cost <u>Year 1</u>	Annual Cost <u>Year 2</u>	Annual Cost <u>Year 3</u>	Annual Cost <u>Year 4</u>	Annual Cost <u>Year 5</u>
1	Cook x \$6.00	hr.		12,480				
1	Cook x \$6.15	hr.			12,792			
1	Cook x \$7.00	hr.				14,560		
1	Cook x \$7.18	hr.					14,924	
1	Cook x \$7.35	hr.						15,297
2	Subs. x \$5.50	hr. x 20	hr.	11,440				
2	Subs. x \$5.64	hr. x 20	hr.		11,726			
2	Subs. x \$6.50	hr. x 20	hr.			13,520		
2	Subs. x \$6.66	hr. x 20	hr.				13,858	
2	Subs. x \$6.83	hr. x 20	hr.					14,204
Other (specify)								
_____				_____	_____	_____	_____	_____
_____				_____	_____	_____	_____	_____
Total Salaries:				245,440	251,576	283,920	291,018	298,293

b. Fringe Benefits (Amount paid by the provider for employee health insurance and other benefits. Include social security taxes, Workman's Compensation, etc.)

Total Fringe:	29,267	29,945	33,519	34,303	35,106
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c. Contractual Fees (Expenses associated with the purchase of professional services such as legal service, trainers, professional cleaning service, food catering, etc). Break costs by type of service:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Cleaning Service	12,000	12,300	12,608	12,923	13,246
Food Catering (if applicable)					
(\$_____ per child x 251 days)	_____				
(\$_____ per child x 251 days)		_____			
(\$_____ per child x 251 days)			_____		
(\$_____ per child x 251 days)				_____	
(\$_____ per child x 251 days)					_____
Legal/Financial	2,400	2,460	2,522	2,585	2,649
Other (specify)	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total Contractual Fees:	14,400	14,760	15,130	15,508	15,895

TOTAL DIRECT SERVICE EXPENSES:	289,107	296,281	332,568	349,295
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2. Center Operational Expenses:

	<u>Annual Cost Year 1</u>	<u>Annual Cost Year 2</u>	<u>Annual Cost Year 3</u>	<u>Annual Cost Year 4</u>	<u>Annual Cost Year 5</u>
Student Accident/Medial Insurance	385	446	477	477	477
Liability Insurance	3,000	3,075	3,152	3,231	3,311
Program Supplies	3,080	3,567	3,813	3,813	3,813
Equipment Replacement	3,080	3,567	3,813	3,813	3,813
Office Supplies	1,200	1,230	1,261	1,292	1,325
Cleaning Supplies	1,200	1,230	1,261	1,292	1,325
Food Costs (other than catered)					
(\$1.15 per child x 251 days)	19,340				
(\$1.18 per child x 251 days)		22,486			
(\$1.21 per child x 251 days)			24,468		
(\$1.24 per child x 251 days)				25,489	
(\$1.27 per child x 251 days)					26,126
Center Licensure Fees	150	150	150	150	150
Other (specify)					
Start up cost	2,000	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL OPERATIONAL EXPENSES:	33,435	35,751	38,794	39,557	40,340

3. Administrative Cost (Cost of personnel and activities not associated with direct service delivery. Cost of record-keeping, program planning, staff development, etc., which is not covered elsewhere in the proposals).

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
TOTAL ADMINISTRATIVE COSTS:	35,000	35,875	36,772	37,691	38,633
<u>TOTAL PROJECTED ANNUAL EXPENSES</u>	357,542	367,907	408,133	418,076	428,268
Projected Net Income (Loss)	13,802	29,929	27,110	27,909	28,727

NOTE: Submit your Operating Budget as part of your separately-sealed Cost Proposal

Appendix C

**COST PROPOSAL
FEE SCHEDULE FORMAT**

**COST PROPOSAL
FEE SCHEDULE FORMAT**

Proposed Fee Schedule: Basic Monthly Fee must include at least 9 hours of child care services each workday, and breakfast, lunch and afternoon snack. Indicate percentage of discount for second or third child in the same family: _____0_____. (Second child discounts will not be considered in evaluation except to break a tie).

FEE SCHEDULE DURING INITIAL FIVE YEAR TERM OF CONTRACT

Fee Age Group	Number of Children Each/Total	Monthly Fee (Year 1)	Monthly Fee (Year 2)	Monthly Fee (Year 3)	Monthly Fee (Year 4)	Monthly Fee (Year 5)
		Each/total	Each/Total	Each/Total	Each/Total	Each/total
Infants*	12 **	395/4740 /	405/4860 /	415/4980 /	425/5100 /	435/5220
Toddlers	10 **	395 /3950 /	405/4050 /	415/4150 /	425/4250 /	435/4350
Two Year Olds	20 **	365 /7300 /	374/7480 /	383/7660/	393/7860 /	402/8040
Three Year Olds	24 **	365 /8760 /	374/8976 /	383/9192 /	393/9432 /	402/2060
Four and Five Year Olds	30 **	365 /10950 /	374/11220 /	383/11490 /	393/11790 /	402/2060
Grand Total	96 **	35700	36586	37472	38432	39318

**** All offerors must use these numbers in calculating total prices. These numbers may vary in actual practice.**

FEE SCHEDULE DURING FIVE YEAR OPTIONAL RENEWAL PERIOD

Fee Age Group	Number of Children Each/Total	Monthly Fee (Year 1)	Monthly Fee (Year 2)	Monthly Fee (Year 3)	Monthly Fee (Year 4)	Monthly Fee (Year 5)
		Each/total	Each/Total	Each/Total	Each/Total	Each/total
Infants*	12 **	/ /	/ /	/ /	/ /	/ /
Toddlers	10 **	/ /	/ /	/ /	/ /	/ /
Two Year Olds	20 **	/ /	/ /	/ /	/ /	/ /
Three Year Olds	24 **	/ /	/ /	/ /	/ /	/ /
Four and Five Year Olds	30 **	/ /	/ /	/ /	/ /	/ /
Grand Total	96 **					

**** All offerors must use these numbers in calculating total prices. These numbers may vary in actual practice.**

Use a separate sheet of paper to describe additional services or information that would impact cost: (These items will not be considered in evaluation, except to break a tie).

- Plans to have infant fees cover the cost of formula, baby food, milk, or diapers.
- Plans for fee payment policy for family vacation, sick days and for termination of enrollment.
- Special assessments from parents, including registration fees, field trip assessments, etc.

Complete and Sign below. Unsigned offers will not be considered.

Firm: Chappell Schools, Inc.

Authorized Signature: _____

Date: 8/31/98

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
FEDERAL EMPLOYER IDENTIFICATION NUMBER
(FEID): 591104787
VENDOR: Chappell Schools Inc.
STREET ADDRESS OR P.O. BOX: 3400 Baycenter Road
CITY, STATE, ZIP: Jacksonville, Florida 32256
TELEPHONE NUMBER: (904) 739-1279

DELIVERY: DELIVERY WILL BE MADE WITHIN 90 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: Chappell Schools Inc.

ADDRESS: 3400 Baycenter Road

CITY, STATE, ZIP: Jacksonville, FL 32256

TELEPHONE NUMBER: (904) 739-1279

IDENTICAL TIE BIDS - 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 workplace 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.

VENDOR'S SIGNATURE

BID: 003-99
ITEM: CHILD CARE SERVICES
DATE: SEPTEMBER 2, 1998
TIME: 2:30 P.M.

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline.

- _____ 1. Request for Proposal Contractual Services Acknowledgment (Form PUR 7033), the canary yellow coded cover sheet, filled out and signed.
- _____ 2. One (1) signed and sealed original and three (3) sealed copies of your technical proposal and one (1) separately sealed, signed original of your cost proposal, including company name, authorized signature and date.
- _____ 3. Addendum acknowledgments, signed, if any addenda to this RFP are issued.
- _____ 4. Certification of Drug Free Workplace, if applicable.

Prepared by: Russ Rothman

Title: Chief, Bureau of Purchasing and
Contracts

Telephone: (850) 488-8290

BID NO. 003-99

ATTACHMENTS

**Section 110.151, Florida Statutes
Chapter 60L-20, Florida Administrative Code**

**REQUEST FOR PROPOSAL #003-99
REVIEWER EVALUATION SCORING SHEET**

VENDOR _____

YES OR NO - **Request for Proposal/Acknowledgement**

Comments: _____

YES OR NO - **Transmittal Letter**

Comments: _____

POINTS

(max 5) _____ **Project Abstract**

Comments: _____

(max 8) _____ **Qualifications of Service Provider**

Comments: _____

(max 8) - **Center Personnel Qualifications**

Comments: _____

REQUEST FOR PROPOSAL #003-99 (continued)
REVIEWER SCORING SHEET

VENDOR _____

POINTS

(max 9) _____

Staffing Plan/Patterns

Comments: _____

(max 8) _____

Health and Safety Plans

Comments: _____

(max 6) _____

Nutrition Plan/Food Service

Comments: _____

(max 9) _____

Daily Routine and Activity Plan

Comments: _____

(max 2) _____

Parent Involvement/Communication Plan

Comments: _____

REQUEST FOR PROPOSAL #003-99 (continued)
REVIEWER SCORING SHEET

VENDOR _____

(max 9) _____

Plan to Continue Subsidized Child Care

Comments: _____

(max 4) _____

Program Start-up of Services

Comments: _____

(max 2) _____

Bonus points for earlier start up date than 01/04/99

Comments: _____

_____ **TOTAL POINTS**

Committee Member _____ Date _____

**REQUEST FOR PROPOSAL #003-99
FINAL SCORE SHEET**

VENDOR _____

POINTS

- | | | | |
|---------|-------|-----|--|
| (max 5) | _____ | 1. | Project Abstract |
| (max 8) | _____ | 2. | Qualifications of Service Provider |
| (max 8) | _____ | 3. | Center Personnel Qualifications |
| (max 9) | _____ | 4. | Staffing Plan/Patterns |
| (max 8) | _____ | 5. | Health and Safety Plans |
| (max 6) | _____ | 6. | Nutrition Plan/Food Services |
| (max 9) | _____ | 7. | Daily Routine and Activity Plan |
| (max 2) | _____ | 8. | Parent Involvement/Communications Plan |
| (max 9) | _____ | 9. | Plan to Continue Subsidized Child Care |
| (max 4) | _____ | 10. | Program Start-up of Services |
| (max 2) | _____ | 11. | Bonus points for Earlier Start up date than 01/04/99 |

_____ **TOTAL POINTS**

EVALUATOR: _____ **DATE:** _____

Rene Gauding

EVALUATOR: _____ **DATE:** _____

Randy Shively

EVALUATOR: _____ **DATE:** _____

Carolyn Johnson

EVALUATOR: _____ **DATE:** _____

Betty Stemm

EVALUATOR: _____ **DATE:** _____

Russ Rothman

EVALUATOR: _____ **DATE:** _____

Deana Metcalf

August 4, 1998

Addendum #1
RFP #003-99
STATE EMPLOYEE CHILD CARE
SERVICES
Due 2:30 P.M.
September 2, 1998

Dear Sir or Madam:

The subject Request for Proposal is hereby amended as follows:

Page 5 of 27, the maximum number of points that a service provider will receive for earlier start up will be 2 points.

It will not be necessary to sign and return a copy of this Addendum #1.

All other terms and conditions remain unchanged.

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. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

Enclosures
RR:bam
cc: Mrs. Sandy DeLopez

I. QUESTIONS, REQUESTS FOR CHANGES, DISPUTES: Questions concerning conditions and specifications of this RFP, and/or requests for changes to conditions and specifications must be in writing, addressed to the Issuing Officer, and received no later than 5:00 P.M., on **August 12, 1998**. The Department will prepare tentative responses to all questions and/or requests for changes, timely received, for discussion at a pre-proposal conference to be held at 2:00 P.M., **August 17, 1998**, in the Executive Conference Room A436, in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee. Copies of questions and final answers, along with any changes to the RFP resulting from or following the discussion at the pre-proposal conference, will be mailed to all firms who were furnished a copy of this RFP, in the form of a written addendum, as soon after the pre-proposal conference as reasonably practicable. Any prospective offeror who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this RFP, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all proposals, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the RFP or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in section 287.04292(c), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

J. SERVICE PROVIDER CONTRACT: The contract will be in effect for five years, January 4, 1999 through December 31, 2003. Contingent upon satisfactory performance by the Service Provider, the contract may, if mutually agreed upon, be renewed for five years or extended one time by DHSMV for six months. Notwithstanding approval requirements which may be reserved to the DHSMV under the contract, the Service Provider retains the ultimate responsibility to ensure and guarantee the quality of services to be provided under the contract. The Service Provider is fully and solely responsible for performing and completing the services specified herein and within the provider contract to the satisfaction of the DHSMV.

Note: The current service provider would like to see an earlier start up date than January 4, 1999. The Department will give 2 bonus points to each of the new service provider(s) who can begin the child care services prior to January 1, 1999.

K. TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract if the Department determines any of the following have occurred.

1. Service Provider knowingly furnished any statement, representation, warranty or certification in connection with the RFP or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;

August 18, 1998

Addendum #2
RFP #003-99
STATE EMPLOYEE CHILD CARE
SERVICES
Due 2:30 P.M.
September 2, 1998

Dear Sir or Madam:

The subject Request for Proposal is hereby amended as follows:

Questions received from potential respondents and oral questions from the pre-proposal conference, the agency's official answers and a copy of the attendance list from the pre-proposal conference held August 17, 1998, are enclosed.

Remove pages 5, 6, 7, and 8 of 27 from your bid documents, and substitute the enclosed like-numbered pages marked (Revised 08/18/98)".

It will not be necessary to sign and return a copy of this Addendum #2.

All other terms and conditions remain unchanged.

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. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

Enclosures

RR:bam

cc: Mrs. Sandy DeLopez
Mr. Randy Shively
Ms. Renee Gauding
Mrs. Carolyn Johnson
Ms. Deana Metcalf

Mr. Russ Rothman

A. **QUESTIONS, REQUESTS FOR CHANGES, DISPUTES:** Questions concerning conditions and specifications of this RFP, and/or requests for changes to conditions and specifications must be in writing, addressed to the Issuing Officer, and received no later than 5:00 P.M., on **August 12, 1998**. The Department will prepare tentative responses to all questions and/or requests for changes, timely received, for discussion at a pre-proposal conference to be held at 2:00 P.M., **August 17, 1998**, in the Executive Conference Room A436, in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee. Copies of questions and final answers, along with any changes to the RFP resulting from or following the discussion at the pre-proposal conference, will be mailed to all firms who were furnished a copy of this RFP, in the form of a written addendum, as soon after the pre-proposal conference as reasonably practicable. Any prospective offeror who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this RFP, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all proposals, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the RFP or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in section 287.04292(c), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

J. **SERVICE PROVIDER CONTRACT:** The contract will be in effect for five years, January 4, 1999 through December 31, 2003. Contingent upon satisfactory performance by the Service Provider, the contract may, if mutually agreed upon, be renewed for five years or extended one time by DHSMV for six months. Notwithstanding approval requirements which may be reserved to the DHSMV under the contract, the Service Provider retains the ultimate responsibility to ensure and guarantee the quality of services to be provided under the contract. The Service Provider is fully and solely responsible for performing and completing the services specified herein and within the provider contract to the satisfaction of the DHSMV.

Note: The current service provider would like to see an earlier start up date than January 4, 1999. The Department will give 2 bonus points per month (not to exceed 2 points) for each full month the new service provider(s) can begin the child care services prior to January 1, 1999.

K. **TERMINATION FOR CAUSE:** The Department reserves the right to immediately terminate the Contract if the Department determines any of the following have occurred.

1. Service Provider knowingly furnished any statement, representation, warranty or certification in connection with the RFP or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;

2. Service Provider fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The performance of the Contract is substantially endangered by the action or inaction of the Service Provider, or such occurrence can be reasonably anticipated;

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Service Provider shall have ten (10) calendar days after the receipt of said notice to remedy the failures or problems. If the Service Provider fails to so remedy, the Department of Highway Safety and Motor Vehicles may cancel the contract.

L. TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

M. TERMINATION FOR CONVENIENCE: The Department reserves the right to terminate the Contract or any part of the Contract at its convenience, upon 30 day notice to the Service Provider.

The Service Provider may terminate the contract in its entirety at its convenience, upon 180 days notice in writing to the Contract Manager. All of the Service Provider's obligations under the contract will remain in force during the 180 day notice period.

N. SERVICE PROVIDER'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, the Service Provider shall:

1. Continue providing quality child care services that ensure the health and safety of the children until another provider takes over operation of the center or until the current provider is released from the contract by the Department.
2. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract which is in the possession of the Service Provider and in which the Department has or may acquire an interest.

3. Upon the effective date of termination of the contract, the Service Provider shall transfer, assign, and make available to the DHSMV all center furnishings and materials, including all toys, classroom furnishings, equipment, furniture, appliances, program supplies, center and children's records, and all other property belonging to the DHSMV.
 4. Cooperate and coordinate with the DHSMV and the new service provider for a smooth transition in an effort to make the change in service provider as easy | as possible for the children and parents.
- O. **PRISON INDUSTRIES:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in section 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the | provisions of this contract shall be deemed to be substituted for this agency insofar | as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (850) 487-3774.

III. SCHEDULE OF EVENTS

- A. **ADVERTISEMENT:** This RFP will be advertised on the Florida Communities Network Vendor Bid System beginning on **July 28, 1998.**
- B. **RELEASE OF THE REQUEST FOR PROPOSAL:** This RFP is available to prospective offerors from 10:00 A.M. on **July 27, 1998,** at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway.
- C. **QUESTIONS/PROPOSED CHANGES:** All questions and/or proposed changes to this RFP must be submitted to the Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, by 5:00 P.M., on **August 12, 1998.**
- D. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway, at 2:00 P.M., on **August 17, 1998,** to discuss this RFP and respond to questions. Any questions pertaining to this RFP will be discussed at this conference and answered in writing subsequent to this conference. NOTE: Attendance at the bidder's conference is not a prerequisite for acceptance of proposals from respondents.

E. **ACCESSIBILITY FOR DISABLED PERSONS:** If a special accommodation is needed, please advise the contact person identified in Section II (E) of this RFP no later than five working days prior to the event.

F. DEADLINE FOR SUBMISSION OF PROPOSALS AND PROPOSAL OPENING:

The deadline for receipt of proposals is 2:30 P.M., on **September 2, 1998**. Technical proposals will be publicly opened at this time, and the names of the respondents read aloud. This public proposal opening will be held in Executive Conference Room A436, Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Cost proposals will be publicly opened and read aloud at **2:30 P.M., September 10, 1998**, in the same place, after reading of the technical proposal scores.

G. CONTRACT AWARD: *Agency* reserves the right to award the ensuing contract to the responsive offeror whose proposal is determined to be the most advantageous to the State, taking into consideration parent fees and other evaluation criteria set forth in this RFP. Award of the contract will be made to the proposer whose proposal receives the highest total points after evaluation of both the Technical Proposal and Cost Proposal. Proposal tabulation with recommended award will be posted for review by interested parties at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway on or about **4:30 P.M., September 10, 1998**, and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in section 120.53(5), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

IV. DEFINITIONS

A. OWNER (SERVICE PROVIDER): Pursuant to Rule 60L-20, Florida Administrative Code, the Service Provider is the entity to which the contract will be awarded. The Service Provider or Owner is the person licensed pursuant to section 402.302(11), Florida Statutes. As used herein the terms service provider and owner are interchangeable.

B. OPERATOR (Director): Pursuant to section 402.302(10), Florida Statutes, the Operator is the on-site person responsible for the day-to-day operation of the facility, whether or not that person is the Owner. As used herein the terms operator and director are interchangeable.

C. AGE GROUPS

1. **Infants:** Children between the age of six weeks and twelve months.
2. **Toddlers:** Children between the age of twelve months and twenty-four months.
3. **Two Year Olds:** Children between the age of twenty-four months and three years.



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES

TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON

Executive Director

January 23, 2002

Ms. Lynne' Harris
Chappell Schools Inc.
8400 Baycenter Road
Jacksonville, Fl 32256

Re: Ina S. Thompson Child Care – Contract # A0283

Dear Ms. Harris:

The Department awarded Chappell Schools Inc. the above referenced contract through October 31, 2003.

Chappell Schools and the Department of Highway Safety and Motor Vehicles hereby agree to renew this contract for the period November 1, 2003 through October 31, 2008. This renewal is contingent upon the terms and conditions of RFP #003-99 and the bidder's response.

If this renewal is acceptable, please sign in the space provided below and return to me.

A copy of the signed letter must be given to the Florida Board of Trustees in order for the renewal option for the premises being occupied to be prepared.

Your immediate attention to this matter will be greatly appreciated. If you have any questions, please advise me at (850) 488-8522.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

RR:nfp

Cc: Stacy Wofford

Signature – Chappell Schools
Date

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