



CCPS

Collier County
Public Schools

Purchasing

REQUEST FOR QUALIFICATIONS

RFQu Number and Title:

#21-116 School Aged Child Care Services

Posting Date:

March 29, 2021

RFQu Due Date & Time:

10:00 AM, Friday, April 16, 2021

RFQs received after this time and date will not be accepted

Florida Tax Exempt #85-8012621827C-2
A 188126 (Federal) FEID 59-6000557

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District shall contact the Purchasing Department at (239) 377-0047, at least five (5) business days before the scheduled opening or meeting.

Acknowledgment

This acknowledgment MUST be completed, signed, and returned with the submittal. Failure to do so will be cause for rejection of submittal.

Company Name:**E-Verify# (Required 1/1/2021):****Phone #:****Street Address:****City:****State:****Zip Code:****E-Mail Address:****Website (optional):**

I certify that this bid/proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal 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 RFQu and certify that I am authorized to sign this acknowledgment for the provider. In submitting a proposal to Collier County Public Schools (CCPS) the provider offers and agrees that if the submittal is accepted, the provider will convey, sell, assign or transfer to CCPS 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 CCPS. At CCPS's discretion, such assignment shall be made and become effective at the time CCPS tenders final payment to the provider.

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

NO BID: I hereby submit this as a "NO BID" for the reasons checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet the delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet insurance requirements	<input type="checkbox"/>	

All submittals shall be submitted in a **sealed** envelope/package and clearly labeled as follows:

"SEALED RFQu #21-116 School Age Child Care (SACC)

10:00 AM, FRIDAY, APRIL 16, 2021"

PROVIDER NAME

PROVIDER ADDRESS, CITY, STATE, ZIP CODE

PROVIDER E-MAIL ADDRESS

PROVIDER PHONE #

Today's Learners • Tomorrow's Leaders

5775 Osceola Trail | Naples, Florida 34109 | p: 239.377.0047 | f: 239.377.0074

e: purchasing@collierschools.com | www.collierschools.com

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

Failure to meet the following instructions may be a cause for rejection of the submittal.

CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Request for Quotes (RFQ), Request for Proposals (RFP), Request for Qualifications (RFQu), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences before the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

1.1 Definitions

For this Request for Qualifications (RFQu) and evaluation to responses, the following shall apply: written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). The word "shall" is always mandatory and not merely a directory. Furthermore, the following words and phrases shall have these meanings:

- a. "CCPS" or "District" shall mean Collier County Public Schools or the School District of Collier County, Florida.
- b. "Proposal" / "Bid" / "Submittal" shall mean any response or documentation submitted for consideration for this RFQu.
- c. "Provider" / "Bidder / Firm" / "Applicant" shall mean any person, firm, or corporation who submits qualifications, bids, or proposals according to this RFQu.
- d. "Principal-Run Program" shall mean a before and after-care program staffed, organized, and operated by the CCPS Principal at that site and not contracted to a provider for implementation.
- e. "Provider Program" shall mean a before and after-care program staffed, organized, and operated by a Provider.
- f. "Provider" shall mean the successful provider, whether a corporation, partnership, individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
- g. "Before School and After School" refers to a program, regardless of location, that provides childcare for children who are at least 4 years old by September 1st of the beginning of the school year and are enrolled and attending a pre-kindergarten program through grade five (5) during the school district's academic calendar year.

1.2 School Board / District Policies & Administrative Procedures

All School Board policies and/or administrative procedures referenced under this solicitation, if not attached hereto, may be accessed, and reviewed at www.collierschools.com/schoolboard and may be provided by the Purchasing Department upon request.

1.3 RFQu Submissions

- a. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- b. By submitting a proposal, the provider represents that:
 - i. It has read and understands the RFQu in its entirety and that the proposal is made in accordance therewith;
 - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS; and
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the provider receives an award, failure to have made any necessary investigation/examination will in no way relieve the provider from its obligations to comply with this RFQu, nor will it be a basis for any claim for additional compensation or relief.
- c. All proposals shall be submitted in a sealed envelope/package and clearly labeled per this RFQu, submitted ATTN: PURCHASING DEPARTMENT, and received no later than the date and time indicated

herein. Any submittal received after the stated time and date will be rejected and may be returned unopened to the vendor(s).

- d. All proposals shall be typed or written in ink on the attached forms. All spaces requesting information shall be completed.
- e. RFQu shall contain a manual signature in the space(s) provided, which shall be scanned and submitted electronically, of an officer or representative authorized to legally bind the provider of all conditions and provisions herein. All signatures and initials must be in ink.
- f. **EIGHT (8) electronic copies of the proposal**, to include all documentation, in PDF format, must be submitted on **EIGHT (8) separate Flash Drives** in a sealed envelope as described herein. Electronic submittal MUST contain manual signatures and initials in the appropriate areas. Please note the RFQu # and name of the provider on any drive. If confidential materials are submitted, the provider may submit a 2nd drive with confidential material and label with RFQu #, name of the provider, and "CONFIDENTIAL". *(Please note that it is not necessary to return every page of this RFQu with the submittal; return only the pages that require information or signatures).*
- g. All flash drive files shall be in a PDF document compatible with Microsoft versions dated between 2010 and 2013.
- h. RFQs may be hand-delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery services available. CCPS disclaims any responsibility for submittals forwarded by the U.S. Mail or other delivery service and received beyond the RFQu-opening deadline.
- i. Once submitted and received by CCPS, all submittals and flash drives become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS.
- j. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQu. The provider(s) should prepare RFQs simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the RFQu.
- k. The use of correction fluid or erasures to correct line item bid prices and/or quantities is not acceptable. Corrections must be by a strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s), and initialing of the correction(s) by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

1.4 RFQu Opening and Analysis

- a. Submittals will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within RFQu. The provider(s) may, but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. Submittals will be publicly evaluated and notified accordingly, per this RFQu. Recommendations for an award, which the Superintendent intends to make to the School Board, will be posted at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as www.collierschools.com/purchasing and www.demandstar.com. Notification to all provider(s) will be made by

e-mail or fax. The date and time of e-mail posting or date from the Purchasing Department's fax machine will constitute the time of notification.

- c. Providers who believe they will be adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

1.5 Interpretation and/or Modifications to the RFQu / Inquiries / Addenda

- a. It is incumbent upon each provider to carefully examine all specifications, terms, and conditions contained within the RFQu and to fully understand all items hereto.

- b. Any request for interpretation or questions regarding the RFQu, whether technical, procedural, or otherwise, **shall be made in writing** and addressed to the respective Purchasing Department employee below. Requests may be submitted by facsimile, electronic mail, USPS, or other regular mail delivery service as follows:

CCPS Contact: David Nara, Director, Purchasing

Street Address: PURCHASING DEPARTMENT

5775 Osceola Trail, Naples, FL 34109

Fax Number: (239) 377-0047

Electronic Mail: purchasing@collierschools.com

- c. All requests, questions, and inquiries shall be received at least seven (7) business days, unless otherwise stated within this RFQu, before the due date.
- d. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to bidders' questions before the due date of the solicitation.
- e. All written inquiries, received within the allotted timeframe, may be compiled and official responses may be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by the Purchasing Department in the form of an e-mail, memorandum, or an Addendum (if necessary) and posted at www.collierschools.com/Purchasing and www.demandstar.com. The provider(s) should ensure that all addenda and amendments to the RFQu have been received before submission.
- f. It is the responsibility of the provider(s) to make sure they have all addenda associated with this RFQu. Addenda will be posted at www.collierschools.com/Purchasing and www.demandstar.com and may be e-mailed, faxed, or made available upon request. CCPS is not responsible for e-mailing or mailing addenda directly to potential providers. All addenda issued shall be acknowledged by signature and returned with RFQu unless otherwise instructed on the Addenda. Failure to acknowledge addenda may result in the rejection of submittal.
- g. Only answers to questions submitted in writing, that are responded to, in writing, by the Purchasing Department representative shall be binding. Any verbal response will not be considered part of this RFQu and therefore, CCPS will not be held accountable. The issuance of written questions & answers or an official addendum, issued by the Purchasing Department, is the only official method by which interpretation, clarification, or additional information can be given.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's proposal and shall not be considered in the evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Providers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this RFQu by any other means than the process described herein.
- i. No addendum will be issued later than three (3) calendar days before the due date for submittals, except an addendum withdrawing the RFQu or one that includes the postponement of the date for receipt of submittals.

1.6 Applicant Rejection

CCPS reserves the right to reject all applicants, in whole or in part, and to waive all RFQu irregularities, formalities, and/or technicalities.

Furthermore, CCPS reserves the right to re-advertise for other solicitations or to bid separately on any projects deemed to be in the best interest of CCPS. Any decision to reject any of the submittals or portions thereof by CCPS will be final.

1.7 Unreasonable Submittal

CCPS is not bound to accept any RFQu, Submittal, bid, quote, or proposal it may receive under this RFQu. Also, CCPS will reject submittals that are considered to have been priced unreasonably low and will determine the vendor to be non-responsive. Unreasonable low pricing shall be at the determination of CCPS.

1.8 State of Florida Purchasing Agreements/Contracts

The State of Florida purchasing agreements and contracts available under FS 287.056 have been reviewed.

1.9 Content of RFQu/Provider Response

The contents of this RFQu, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS & INSTRUCTIONS."

1.10 Joint Proposal

Every Provider is responsible for its submittal. Joint proposals or ventures will not be accepted.

1.11 Additional Terms

CCPS reserves the right to reject offers or submittals containing alternative terms and/or conditions, or additional terms and conditions contradictory to those requested herein.

1.12 Public Entity Crimes

Providers shall be aware of Florida Statute 287.133 (2)(a) Statutes which reads: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor [provider], supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.13 Discrimination

- a. An entity or affiliate who has been placed on the discriminatory vendor list with the State of Florida may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a provider, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- b. Provider(s) performing services for CCPS are prohibited from discriminating against any employee, applicant, or client based on race, creed, color, national origin, sex, or age with regard to but not limited to: employment practices, rates of pay, or other compensation methods and training selection.
- c. Any violation of discriminatory practices may result in the immediate termination of the contract.

1.14 Bullying, Harassment & Title IX

The provider(s) and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

1.15 Minority, Small, and Women-Owned Businesses

CCPS encourages the use of Minority-Owned Businesses, Small Businesses, and Women-Owned Businesses. Provider agrees to ensure small businesses, minority-owned businesses, and women's business enterprises are used whenever possible, such as when participating as partners, joint-ventures, prime contractors, sub-contractors, and in

contracting opportunities. Provider may submit a certification or other documentation of its MWBE practices. Additional MWBE practices and requirements may apply under this RFQu.

1.16 Smoke and Tobacco-Free Environment

According to School Board Policy No. 3215, 5512, and 7434, all CCPS facilities are declared smoke and tobacco-free. The smoking of any substance, or the use of any tobacco product, to include, but not be limited to, cigars, cigarettes, electronic cigarettes, pipes, chewing tobacco, snuff, rolled items, or any other matter or substance that contains tobacco, is strictly prohibited on any CCPS site, which includes all interior and exterior spaces within the property boundaries. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.

1.17 Possession of Weapons & Other Destructive Devices

a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.

b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle.

c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or subcontractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the said employee or fails to terminate the agreement with the sub-contractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.

1.18 Force Majeure

The provider(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots rebellions, and acts of nature beyond the control of the contractor(s) unless otherwise specified.

1.19 Public Records

a. According to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District under a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."

b. All bid documents or other materials submitted by the Provider in response to this RFQu will be open for inspection, upon request, by any person and per Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

c. CCPS has the right to use any or all documents, submittals, ideas presented in any response to this RFQu. Selection or rejection of any submittal does not affect this right.

d. If CCPS rejects or cancels RFQu and intends to reissue, then all bids, proposals, or replies submitted, will remain exempt from public records and may be returned unopened.

e. Per Florida law, **Contractor shall also maintain all records, and must:**

- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
- ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.20 Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CCPS shall be final and binding on both parties.

1.21 Misrepresentation

All information submitted and representations made by the provider are material and important and will be considered by CCPS when awarding the RFQu. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the provider from this RFQu, and any re-solicitation on this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.22 E-Verify

a. According to FS 448.095, the provider shall use the U.S. Department of Homeland Security's E-Verify system, www.e-verify.gov, to verify the employment eligibility of all employees hired during the term of this Agreement.

b. Subcontractors

- (i) The provider shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide the provider with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by FS 448.095.

- (iii) The provider shall provide a copy of such affidavit to District upon receipt and shall maintain a copy for the duration of the Agreement.
- c. The provider must provide evidence of compliance with FS 448.095 with the submittal. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. The provider may be liable for all costs

associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and re-bidding costs (if necessary).

1.23 Additional Information

- a. CCPS reserves the right to request any additional information, after the RFQu opening, to further clarify or explain any information submitted with the RFQu.
- b. CCPS reserves the right to allow for the clarification of questionable entries and the correction of **obvious mistakes**.

*****CCPS reserves the right to reject any and/or all RFQs, submittals or bids, in whole or in part, and to waive any formalities, as may be deemed to be in the best interest of CCPS.*****

Section 2 – RFQu Instructions & Directions

2.1 Purpose

- a. The School District of Collier County, Florida provides high-quality School Aged Child Care (SACC) services, available before and after school. Services will be provided to children pre-K through the last year of elementary school unless otherwise required by CCPS. Services shall be provided either by a CCPS principal-operated program or by an outside provider(s). The purpose of this RFQu is to qualify providers to an approved **QUALIFIED PROVIDER LIST (QPL)**. Principals may then be permitted to select a provider from this list to provide SACC services.
- b. To be selected as a qualified provider of these services, potential providers shall abide by the minimum requirements set hereto. Only submittals as defined in this RFQu shall be accepted. Please note that sites that choose to run a CCPS principal-based program are not subject to apply under this RFQu process or any other selection process. It is, however, expected that any CCPS principal program, as well as any provider(s) run program, will follow the Scope of Services as outlined herein, to ensure program uniformity throughout CCPS.

2.2 Time Schedule

- a. CCPS will attempt to use the following schedule, which will result in the selection of a provider(s). Please note this timeline is subject to change without notification.

Date*	Event
March 29, 2021	RFQu Publicly Posted and advertised.
April 9, 2021	All written questions and inquiries are due by 10:00 AM.
April 16, 2021	Proposals are due no later than 10:00 AM.
April 23, 2021	Evaluation of Submittals by Evaluation Committee. Time, locations, and virtual access will be posted in a Public Notice 72-hours before the event. (Meetings will be held as many as necessary).
April 23, 2021	Notification of evaluations, and Qualified Provider(s) named (short-list).
April 30, 2021	Qualified Provider(s) will provide webcast presentations from the Dr. Martin Luther King, Jr. Administrative Center to CCPS sites.
May 4, 2021	CCPS Sites to submit 1 st , 2 nd , and 3 rd choices to Purchasing Department for recommendation to the superintendent.
May 5, 2021	Notice of Recommendations publicly posted.
May 11, 2021	Recommendation of awarded Provider(s) presented to School Board for approval.
August 1, 2021	The estimated commencement date of the contract.

**All dates, times, and locations are subject to change as conditions and processes dictate.*

- b. Notification of any changes to the schedule will be posted at www.collierschools.com and/or www.demandstar.com and may available to the provider(s) by e-mail or fax upon request. Response to inquiries regarding the status of a proposal will not be made before the posting of award recommendation.
- c. All evaluation and/or public meetings, as defined by Florida Statutes Chapter 286, will be held virtually. CCPS will post a Public Notice 72-hours before any such event. Public Notices will be available on the Purchasing website at www.collierschools.com/Purchasing. Please note attendance is not mandatory at any public event. Further instructions on viewing any public event and/or public meeting will be given in the Public Notice.

- d. It is anticipated the process will be completed on time as described herein, however, CCPS will not be under any requirement to complete the evaluation and recommendation of this RFQu per the above timeline and reserves the right to suspend or postpone the process at any time should the need arise.
- e. The Purchasing Department will endeavor to notify in writing all provider(s) that submitted a response of any unexpected delays or posts to its website.

2.3 RFQu/Submittal Evaluation Process

- a. The RFQu is a competitive procurement process, which shall determine the best, qualified provider(s) to provide services to CCPS.
- b. This RFQu for Student Aged Child Care Services (SACC) is a formal solicitation process that will include, but not be limited to the following actions:
 - i. Review of submittals by an evaluation committee.
 - ii. Qualifying interview of the provider(s) (if necessary) to the evaluation committee.
 - iii. Establishment of a QUALIFIED PROVIDER LIST (QPL).
 - iv. Presentations of QPL providers to elementary school principals and leadership teams.
 - v. Principal's selection of primary choice and 2 alternates submitted to Purchasing.
 - vi. CCPS's notices of recommendations and intentions.
 - vii. Contractual agreements
 - viii. School Board approval of recommendation(s) and provider contract(s).
- c. An Evaluation Committee, consisting of CCPS personnel, will individually review, evaluate, and score proposals. If necessary, the Evaluation Committee may host an open session to review proposals amongst each other. Any such meeting will be publicly posted by the Purchasing Department no later than three (3) business days before the meeting. Public and community members may attend for observational purposes only. Note, attendance is not mandatory at any public meeting. The Evaluation Committee will assign points in the evaluation and recommendation process under the evaluation criteria listed in this RFQu. The evaluation factors will include but are not limited to qualifications, the experience of the provider, capabilities, required submittals, and other information regarding the provider's abilities to perform the required services.
- d. Due to the nature of the qualifications being requested, please note that some criteria will not be given or scored a point value, but rather a yes or no. Any "No" for any document or criteria designated as a "yes or no" response, may be cause for immediate rejection of submittal.
- e. The scores of the Evaluation Committee will then determine the qualified provider(s) and generate a **QUALIFIED PROVIDER LIST (QPL)** that will participate in the selection process. CCPS reserves the right to limit the final number of qualified providers that will participate in the selection process. Additionally, CCPS reserves the right to make an assessment based on the information submitted, regarding how many schools a provider can reasonably service.
- f. *Qualifying Interview/Presentation:* If necessary, the Evaluation Committee may conduct interviews with the provider(s). Interviews may be requested from all firms that submitted a bid or those that have been deemed as the top-ranked. The number of interviewees is solely at the discretion of CCPS. Interviews will be requested before the recommendation of the QPL. The purpose of the interviews is to provide further information on the provider and its submittal and to give the opportunity to further evaluate its credentials. Interviews may be necessary to further evaluate participants or short-list the field to a suitable number of applicants before finalizing a recommendation of a QPL.

- g. All RFQu factors, qualifications, and information are considered during the evaluation process.
- h. Firms whose proposals are determined to be the highest-ranked, most advantageous, and provide the best overall value to CCPS will be added to the QPL when taking into consideration all evaluation factors outlined in the RFQu.
- i. It is anticipated that the evaluation process will adhere to the schedule listed herein and be completed promptly. However, CCPS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as determined by CCPS staff.

2.4 Submittal Evaluation Criteria

- a. Only submittals that meet all qualifications and specifications of this RFQu will be evaluated. The Evaluation Committee will score submittals based on the following criteria and maximum points:

Criteria	Maximum Points
<i>Y/N – Denotes required items that must be submitted to be considered. No points are awarded. Any “N” for any of these items may result in an automatic rejection of submittal.</i>	
<i>N/A – Denotes items that are not required but should be submitted if applicable. No points are awarded for these items nor will submittals be rejected if omitted.</i>	
Completeness & Clarity of RFQU (10 points)	10
Required Submittals	
Acknowledgment, Addenda, Attachments, Statements, Exhibits - manually signed, & notarized	Y/N
Statement of Capability (# of sites)	Y/N
Organization Description / Organization Chart	Y/N
Licenses / Sanctions	Y/N
References	Y/N
Financial Information / Statement of Qualification	Y/N
Previous Experience with CCPS	N/A
Legal Actions	N/A
Additional Qualifications of Firm	N/A
Qualifications of Principals & Staff (20 points total)	
Principal(s)	5
Administrative Personnel (Resumes)	5
Administration Point of Contact	Y/N
Personnel Licensure	10
Additional Personnel	N/A
Additional Staff Information	N/A
Minority/Women Business Participation (10 points total)	10
Scope of Services / Approach (60 points Total)	
Statement of Agreement, Contract Template	Y/N
Implementation Plan	5
Provider’s Philosophy / Standards	30
Staffing plan:	10
Provider Evaluation and Quality Control	10
Requirements of Program	5
Scholarship Plan	N/A
Special Needs Plan	N/A
Insurance Requirements	Y/N
Additional Paperwork	N/A
Total Possible Points	100

- b. After the initial evaluation, the committee may:
 - i. Recommend approval to all provider(s) to the QPL;
 - ii. Recommend approval of the top-rated provider(s) to the QPL; or
 - iii. Request all/top-rated providers to provide qualifying presentations/interviews.
- c. A Notice of Intent will be posted with CCPS's recommended intentions. All notices will be posted at the CCPS website as listed herein and will be e-mailed to each submitter's designee.

2.5 Qualifying Interview / Presentations

- a. CCPS may require providers to give oral presentations to the evaluation committee in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. Estimated dates are provided in the RFQu Time Schedule. All providers should be prepared to attend and present in the event they are requested to provide a qualifying interview/presentation in the initial ranking process. All expenses involved in making any presentation(s) will be at the expense of the provider. **ARRANGEMENTS MAY BE MADE TO CONDUCT INTERVIEWS/PRESENTATIONS VIRTUALLY.**
- b. The Evaluation Committee reserves the right to interview any or all providers and to require a formal qualifying interview/presentation with the provider's key personnel who will administer and be assigned to work on the contract before recommendation of any selection to the QPL.
- c. Interviews/Presentations will have evaluated based on the following criteria*:

Criteria	Maximum Points
Qualifications of Personnel & Staff	15
Understanding of Scope of Services	15
Philosophical Approach to Child Care	10
Implementation & Program for CCPS	10
Total Possible Points	50

*CCPS reserves the right to change the criteria for presentations based on submittals and the desire of CCPS to have demonstrated other aspects of submittals that may not be known at this time and can only be discovered after an initial review of proposals.

2.6 Selection of Firm Process / Web-Cast Presentation

- a. Once a QPL has been established, the qualified vendors will be expected to provide a webcast presentation that will be broadcasted to all participating elementary schools to decide to contract with an approved, qualified provider to run its school's SACC program or to implement a principal run SACC program.
- b. Each elementary school principal, in conjunction with his/her leadership team member(s), if so determined, will view the presentations from each of the vendors on the QPL. The principal, in conjunction with his/her leadership team member(s), if so determined, will evaluate the presentations.
- c. Principals and their leadership team shall select its preferred choice and two alternates if available, to contract for services with its school.
- d. Principals and their leadership team may select to run their program at this time.
- e. CCPS Administration will review all selections and award contractual services based on the site principal's selections.

- f. To ensure all sites will be provided with satisfactory services and providers will not be overextended, CCPS reserves the right to select the alternate provider(s) if it is determined that a provider cannot sufficiently provide staff and/or services for all the sites it is selected as the top choice for. This will be at the discretion of CCPS and its assessment of how many sites a provider can reasonably service effectively.
- g. Once the CCPS Administration has reached a consensus on the providers for each site, it will present all awarded provider(s) by site and respective contracts to the School Board for final approval.

2.7 School Board Meeting & Attendance

- a. The Purchasing Department will prepare and submit an agenda item(s) to the Superintendent of Schools, Collier County, Florida. The Superintendent will recommend to the School Board, the award or rejection of any QPL, principal selections, other staff recommendations, and/or any combination thereof that is a result of this RFQu, as well as the contractual agreement. The School Board will approve or reject any such recommendation.
- b. Recommended/Awarded provider(s) may be requested to attend the School Board meeting in which the RFQu award is being presented, in the event any School Board Member may have questions or concerns on the item. All expenses involved in the attendance of any School Board meeting will be at the expense of the provider(s).
- c. Upon School Board Approval, the contract agreements will be executed by the Parties.

2.8 Contract & Term

- a. A separate contract document will be executed upon the award by both parties, and a **template is attached hereto for review. Provider shall submit a statement verifying that it has read and agrees to the contract template.** The contract agreement document will be finalized and will constitute the complete agreement between awarded Provider(s) and CCPS. All final contracts will be presented to the board for approval and execution thereof by both parties.
- b. CCPS reserves the right to add or further discuss any submittal or aspects thereof, based upon need or circumstances with any provider(s) to incorporate into the contract. If an agreement cannot be reached with any provider(s), CCPS reserves the right to recommend an award to the next highest ranked and/or selected provider or subsequent providers until an agreement is reached.
- c. Any contract agreement with a provider and CCPS shall be personal to the parties. The provider(s) shall not enter sub-contracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title, or interest therein, or its power to execute such contract to any person, company, or corporation.
- d. The initial term shall be for a three (3) year period commencing upon School Board/District approval for the first day of school in August 2021 and ending with the last day of summer programs in August 2024. All terms and conditions shall remain firm for the duration of this contract term. Additional information on the term is outlined in the attached contract template.

Section 3 – Qualifications & Provider Requirements

3.1 Qualifications of Provider

- a. Only responsible providers, who have knowledge and experience of and are currently engaged in the operation of providing school-age childcare, will be considered for award of this RFQu. Qualified providers shall meet the minimum criteria as specified and demonstrated herein to receive further consideration to service CCPS.
- b. The provider shall be qualified to perform the work as specified and must meet or exceed the minimum criteria listed herein to be further considered and/or be awarded to be deemed as an approved, qualified vendor for CCPS. All provider(s) submitting a response to this RFQu must:
 - i. Be properly registered, licensed, and certified as described herein at the time of submission to perform said services in the State of Florida.
 - ii. Capable of obtaining the appropriate licensing and documentation from the Florida Department of Children & Families (DCF) as a supplier of childcare services within one hundred twenty (120) days of being notified of an award, contract, or selection by CCPS.
 - iii. Currently open and operating as a properly licensed and registered provider.
 - iv. Have been in the continuous operating business of childcare services for a minimum of three (3) years, preferably with other public-school entities.
 - v. Be in a sound financial position as determined by CCPS.
 - vi. Submit a complete and thorough response to RFQu by the time and date listed herein.
- c. The provider (s) shall fully demonstrate its capabilities and abilities to meet all aspects of the requirements of this RFQu in its submittal.
- d. CCPS reserves the right, before selection of provider(s), the issuance of any contract, or before an official recommendation is made; to require all provider(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.
- e. The provider (s), if awarded and under contract, must meet, or exceed the qualifications as listed herein throughout the contract. CCPS reserves the right to request qualifications of the provider(s) and its employees at any time during the contract to ensure compliance thereof.

3.2 Inspection of Organization

- a. CCPS reserves the right before recommendation of approval, contract, or award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the provider's submittal and its ability to perform all services under this RFQu at or above a satisfactory level. CCPS further reserves the right to reject submittals where investigation and evaluation or other evidence submitted indicates an inability of the provider to meet any requirements or to perform the services of this RFQu. The determination of a provider's ability or inability to meet all requirements and service CCPS under this RFQu will be at the discretion of CCPS.
- b. The provider shall at all times during the contract remain responsive and responsible. The provider must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to the capabilities and capacity of the contractor for the services under this RFQu. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services to

be furnished do not meet the specified requirements, or that the qualifications, financial standing, or other aspects of the provider's well-being are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the contract.

- c. The provider may be disqualified from receiving awards if it is found that anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after the award of the provider, but should it elect to do so, the provider is not relieved from fulfilling all contract requirements or documents.

3.3 Local Conditions

The provider(s) should be familiar with any local conditions, which may, in any manner, affect the services required, including climate, common issues in school sites, etc... The provider(s) is/are required to carefully examine the RFQu terms and to become thoroughly familiar with all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to a lack of knowledge of these conditions.

3.4 Signatures & Documentation

Provider shall submit all attachments, exhibits, etc... that require acknowledgment, signatures, and/or notarization as necessary as listed herein. All signatures must be original and be scanned electronically to electronic files as requested. Failure to provide any additional required documentation, properly signed, notarized as applicable, or incomplete will be grounds for rejection of submittal.

3.5 Preparation and Submission of RFQu

Submittals must provide all the required information as required within the RFQu. Failure to provide or fully complete any information of the RFQu will affect the scoring criteria and/or result in rejection of submittal. To maintain comparability and enhance the review process, proposals shall be organized in the manner specified below. All sections shall be clearly labeled with the headings below (i.e., C – Letter of Interest, D – Provider Acknowledgement, E-1 Organization Description, E-2 Licenses, etc...). All information must be included in the submittal and should be limited to one page per item if possible.

Please note that all material submitted in the proposal shall become the property of CCPS. CCPS has the right to use any or all ideas presented in any reply to this solicitation as it deems necessary and in the best interest of CCPS. Selection or rejection of any response does not affect this right.

TAB A – Title Page

Provider shall label with the RFQu number & title, provider name, address, e-mail address, telephone number, and date.

TAB B – Table of Contents

Include a clear identification of the material by tab, section, and page number.

TAB C – Letter of Interest/Transmittal

Letter of interest in providing SACC services under this RFQu. The letter shall include but not be limited to: a brief description of the submittal and its contents, a contact name, email, and phone number for the agent that is authorized to represent the firm, and to answer any questions regarding the RFQu submittal. This letter shall be signed by the proposing firm's senior officer or approved designee.

TAB D – Provider Acknowledgments

Provider shall complete, sign, and notarize where applicable the items listed below. All signatures must be of an officer or representative authorized to legally answer for and bind the provider into a contractual relationship. All items requiring notarization must be made from a current notary and stamped/sealed as such.

1. RFQu Acknowledgement RFQu, p. 1.
2. Acknowledgment of all addenda (if applicable).
3. Anti-Collusion Statement (**Attachment 1**).
4. Statement of Affirmation & Intent (**Attachment 2**).
5. CCPS Administration Requirements: Bidder shall complete the following CCPS requirements and submit with its bid. All documents must be fully executed and notarized as applicable. Failure to provide may be grounds for rejection of the proposal.
 - i. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. Provider shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and return with its submittal.
 - ii. **Unauthorized/Illegal Aliens:** CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract (s). Furthermore, the provider shall complete the attached **Exhibit B - “Contractor’s Affidavit Concerning Illegal Aliens”** and return with its submittal.
 - iii. **Debarment:** Form Debarment All contractors receiving individual awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Provider shall complete the attached **Exhibit C - “Debarment Form”** and return with its submittal. Instructions are also attached.
 - iv. **Drug-Free Workplace Certification:** CCPS supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug-free. In cases where identical tie bids are received, preference shall be given to a bid received from a vendor that certifies it has implemented a drug-free workforce program. If applicable, the provider shall sign and submit **Exhibit D - “Drug-Free Workplace Certification”**, attached hereto, to certify that the respondent has a drug-free workplace program.
 - v. **Jessica Lunsford Act / Badging Requirements:** Provider shall adhere to all CCPS and State requirements on fingerprinting and badging. Provider shall review and complete **Exhibit JLA (Jessica Lunsford Act)** attached hereto and submit with its submittal.

TAB E – Provider Qualifications

The provider (s) shall provide with its proposal the following information to demonstrate its experience and qualifications including, but not be limited to:

1. **Statement of Capability:** Provider shall indicate in a memo/letter format a Statement of Capability affirming the maximum number of schools/sites it is capable of servicing, based on the program requirements as established under this RFQu.
2. **Organization Description:** A description of the provider’s organization must be supplied. The description shall include, but be not limited to:
 - i. Provider shall identify the type of business the provider is (i.e., sole proprietorship, partnership, corporation, joint venture, etc....) and submit **Acknowledgement of Business Type Attachment 3**. *The provider must* identify whether the business entity is incorporated in Florida, another state, or a foreign country. If the provider is a corporation, it must provide a copy of the certification from the Florida Secretary of State, verifying the provider’s corporate status and good standing. If it is a corporation outside of the State of Florida, it must provide similar corporate evidence and its authority to do business in Florida.

- ii. A narrative, in paragraph/letter form, of the provider's history to include any name or legal changes as well as ownership changes, structure changes, company mergers or buyouts, throughout the history of the firm. History should emphasize the firm's experience in the childcare industry and providing services thereof.
 - iii. The number of years in business.
 - iv. Provider's main headquarters location, address, and contact.
 - v. The number of offices and locations of each. Indicate which office will be the main servicing location for this RFQu.
 - vi. Organizational Chart and structure of the firm and administrative staff demonstrating the lines of authority throughout the organization.
 - vii. Description of services offered by the provider.
 - viii. The number of employees currently employed and total per location.
 - ix. Copies of corporate policies and procedures demonstrating compliance with state non-discrimination policy as it applies to personnel and operational policy.
 - x. Description of the level of government services offered (if any).
3. **License(s):** Bidder shall possess and be responsible to obtain all licenses required to perform services and operate its business per applicable laws, statutes, rules, policies, and regulations, whether local, state, or federal, and as outlined under this RFQu. Provider shall submit licensure as follows:
- i. Copy of current and previous year's business licenses (2 total) from provider to operate within Collier County, Florida, must be submitted. Either a state, municipal, federal, or county license will be acceptable. All licenses shall have the current name and address of the provider. If the provider has moved since the issuance of the license, it must document as such with a written explanation and submit with RFQu.
 - ii. Copy of two (2) current *DCF Child Care Facility Certificate of License or its out-of-state equivalent licensure** from two (2) current facilities provider is performing services. DCF licenses will demonstrate provider(s) ability to obtain licenses as outlined herein. DCF licenses may be from any facility, preferably a public school site or similar. All licenses shall have the current name of the provider.
 - iii. **License Sanctions:** Provider shall list any regulatory or license agency sanctions imposed or received within the previous ten (10) years and whether it has been cured and/or will remain in place. CCPS reserves the right to perform background reviews on all providers with all state and regulatory agencies.
 - iv. Licenses must be valid/current at the time of submittal and shall be maintained throughout the contract and submitted to CCPS annually.
 - v. The provider may also submit any other state licenses, certificates, or other licensure, which will further demonstrate its capabilities.
 - vi. The provider for the duration of the contract shall comply with all Federal, State, and Local rules, regulations, laws, and licensing requirements for its firm and all employees as necessary to perform the services and work required under this RFQu.
- *Provider, if selected as an approved provider shall obtain Florida DCF licensures before the execution of the contract. Failure to obtain a proper DCF necessary permits and licenses will be cause for termination of contract and use of alternate provider(s).
4. **References:** Provider must present a minimum of **three (3) references** that will illustrate the ability of the firm to act as a primary provider for the services requested herein. References shall be submitted as follows:
- i. The provider must present a minimum of ONE (1) School or School District, located in the United States, reference for which it is or was the primary supplier of school-aged childcare services for within the last two (2) years.
 - ii. The provider must present a minimum of TWO (2) other references for which it was the primary supplier of school-aged childcare services within the last two (2) years. Florida sites are preferred.

- iii. All references/contracts shall have been maintained on a minimum service schedule of (5) days per week basis for a period not less than twelve (12) consecutive calendar months.
 - iv. All references must include but not be limited to:
 - Site Name and location of where services were/are provided.
 - Brief description of services provided and provider's responsibility.
 - Brief description of provider's staff responsibilities
 - Name of the Client, address, a contact name, title, e-mail, and phone number,
 - Contract dates of services (mm/yy to mm/yy),
 - Present status of contract (expired, terminated, current, etc...)
 - The estimated size of the program, number of school-aged children, employees, etc... and any other relevant information about the reference.
 - v. Although provider(s) may have or are currently performing services for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
 - vi. The provider may present additional references for consideration.
 - vii. CCPS reserves the right to solicit reference letters from known prior or existing customers of the provider.
5. **Financial Information:** Provider must demonstrate financial stability and provide at a minimum the following financial information:
- i. One (1) financial banking institute reference; to include a contact name, number, and other information to verify financial responsibility.
 - ii. Completion of **Attachment 4 – Statement of Qualification**
 - iii. Current Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report.
 - iv. Certified financial statements and information from the last three (3) years, which demonstrate the financial well-being of the organization. Financial information may be either accounting audits, profit & loss/balance sheets, and/or business/corporation income tax returns prepared by a third party.
 - v. All information about current or prior bankruptcy proceedings, filings, or other actions.
 - vi. Financial Information may be submitted (electronically on a flash drive) in a separate, sealed confidential envelope with submittal, clearly labeled with the bidder name, "CONFIDENTIAL: Financial Information Enclosed", and a list of the forms that are enclosed. CCPS will only open if submittal is being considered. Financial information may be returned, after an award has been made, upon request. Failure to submit financial information may result in the rejection of submittal. *Please note bidder only needs to submit one (1) electronic confidential flash drive with financial statements with its submittal if it chooses.*
6. **Previous Experience with District:** Provider shall provide a brief description of all previous experience with CCPS, if applicable. Details of description should include site(s) and any key CCPS personnel involved.
7. **Legal Actions:** Provide a statement and detailed description of any litigation, administrative, and/or regulatory action that has been filed against the provider for claims of child abuse, molestation, sexual, and/or harassing misconduct, with the case number in court, from the last seven (7) years.
8. **Additional Qualifications of Firm Information:** Provider may submit any additional information it sees necessary to further demonstrate Firm's qualifications.

TAB F – Experience and Qualifications of Principals & Staff

Provider shall ensure all its employees have been properly trained and certified if necessary, to perform the required services and fulfill their roles within the firm. The Provider shall provide the following information to demonstrate the capabilities of its staff that will be involved in the services herein:

- 1. **Principal(s):** Provide the name, title, duties, and resume(s) of all persons or entities serving or intending to serve as principals in the provider's firm. Include all resumes of Principal(s).

2. **Administrative Personnel:** List and describe qualifications and experience of the key administrative personnel with titles and duties/functions within the organization that will be the main servicing and administrative agents for this contract, including but not limited to any: administrators, partners, supervisors, managers, senior staff, childcare personnel, etc.... Provide resumes of all administrators listed in its submittal.
3. **Administration Point of Contact:** Indicate the administrator that is the main point of contact and/or any principal personnel that will be overseeing and supervising all services to CCPS under this contract.
4. **Personnel Licensure:** List and supply copies of any license(s)/certification(s) held by any of the personnel listed herein, including site supervisors and/or directors.
5. **Additional Personnel:** List any names, titles, duties, and functions of any other additional personnel that may have substantial involvement in this project or is relevant to this agreement.
6. **Additional Staff Information:** Provider may submit any other employee State Licenses, certificates, or another licensure, which will further demonstrate the capabilities of its staff.

TAB G – Provider Minority/Women Business Enterprise (MWBE) Participation

The provider(s) shall provide a statement of affirmation and other information outlining its abilities to meet or to abide by the MWBE Participation requirements of the RFQu as outlined in **Section 5**. Provider shall also complete and submit **Attachments MWBE-1, 2, and 3** attached hereto.

TAB H – Scope of Services / Approach

Discuss in detail, provider's understanding of, and approach to the services and overall project based on the scope of work and other information of this RFQu, and attached contract template. Understanding should include but not be limited to:

1. **Statement of Agreement to Contract:** Selected and awarded provider(s) will enter into a contractual agreement with CCPS. Provider shall provide a brief statement of agreement that it has read, fully understands, agrees to, and will abide and adhere to the attached contract.
2. **Site Implementation Plan:** Provider shall discuss its plan or procedures for the implementation of its program for the new school year and/or at a new site it has been awarded. Implementation information should include any procedures or site review that may be necessary. Please note CCPS reserves the right to deny any provider expectation for the start-up of any program.
3. **Provider Philosophy/Standards:** Provider shall describe and outline its general philosophy and/or mission on the services it provides and any aspects of its company and/or SACC programs. Furthermore, the provider shall detail any standards and expectations of itself, staff members, and programs it operates. Any other information about or demonstrating the provider's beliefs and core values.
4. **Staffing Plan:** Provider shall provide its approach and process for the hiring of quality candidates it may employ to include any recruitment, screening, evaluation, and training procedures for candidates. Please include any information for candidates to become credentialed if not upon hire. Furthermore, the provider should include any additional information on maintaining staff members and ensuring staff is available to meet the ratios as described herein.
5. **Program Evaluation and Quality Control:** The provider shall explain its understanding of the need for program evaluations and quality control. It shall include any additional procedures above and beyond the evaluations listed in the contract attached hereto.

6. **Requirements of Program:** Provider shall affirm its understanding and agreement of the District's expectations and requirements of the SACC programs as outlined in the contract attached hereto. Provider shall include its understanding of the activities and estimated program schedule.
7. **Scholarship Plan:** Provider shall submit its proposed plan for the implementation, use, qualifications of, and the award process for any scholarships it shall award. The plan shall at a minimum include estimated percentages of the number of participants that may be granted scholarships and any requirements a scholarship participant must meet.
8. **Special Needs Plan:** Provider must make reasonable accommodations to the environment, planned activities, and schedule so that children with special needs may participate. Provider in its submittal shall describe and list its qualification and capabilities of caring for a student with special needs. Please include any staff credentials, additional licensure, and/or the provider's plan of action for handling students with special needs and any expectations the provider may have of CCPS's involvement in said plan. – Jon can you please review for legal language?

TAB I – Insurance

During the full term of this contract, the provider shall maintain an adequate program of insurance coverage as described below. The insurance shall be placed with insurance companies having a rating of "A" or higher, based on AM Best rating services (www.ambest.com). Provider shall demonstrate or affirm its ability to meet the following insurance requirements via submittal of its certificate of insurance or a letter of intent to have the required insurance within ten (10) days of notification of an award of services by CCPS. Insurance requirements shall be as follows:

1. **Certificate of Insurance** Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract and before the commencement of services. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL
5775 Osceola Trail
Naples, Florida 34109.

All certificates shall list the RFQu # and title and be submitted to the Purchasing Department either via e-mail (purchasing@collierschools.com) or facsimile ((239) 377-0074). Failure to provide a COI shall be cause for termination of the contract.

2. **Duration of Insurance Policies** All insurance policies herein specified shall be in force for the term of the contract and contain a rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured. **All COI's must be submitted annually upon expiration for the duration of the contract.**
3. **Insurance Policy Review** Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said, representatives. Said policies shall also name CCPS as an additional insured party where specified herein.
4. **Worker's Compensation** Provider(s) must comply with Florida Statutes 440, Workers' Compensation Law, with at least the minimum statutory limits.
5. **Comprehensive General Liability** Successful providers shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury products, and completed operations liability, and property damage that

could arise directly or indirectly from the performance of this agreement. It must be an occurrence from the policy. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall be written on an occurrence basis. There shall be no deductible or retention above \$5,000. The provider's agent or broker shall certify to CCPS that the policy covers and does not exclude acts of "Molestation or Abuse" of any kind.

6. **Excess (Umbrella) Liability** The Provider shall provide an excess or umbrella liability policy with a minimum limit of \$5,000,000 per occurrence. The coverage shall be at least as broad as the coverage described in GENERAL LIABILITY.
7. **Professional Liability** The Provider shall maintain a professional liability policy with a limit of \$1,000,000.
8. **Business Automobile Liability**
 - i. Successful providers shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto".
 - ii. If the provider will transport school-aged children as part of this contract in either a company or personal vehicle, the provider shall provide an auto liability insurance policy with a primary limit of \$1,000,000. If there is no school-age child transportation, auto insurance shall not be a consideration.
 - iii. If the Provider contracts with a third-party to provide such transportation services, the Provider will submit to CCPS evidence of the third-party's auto liability insurance, in the amount indicated in *ii* above of this section, and that CCPS has been named an additional insured on the Certificate of Insurance of the third party contractor.

TAB J –Additional Information

The provider may provide any additional information to any aspect of its entity that is prevalent to the services being requested, further explain its qualifications, qualifications of its staff, or other items that may be of general interest and consideration for CCPS.

Section 4 – RFQu Terms & Conditions, SACC Overview

4.1 Description

- a. CCPS intends to contract under this RFQu provider(s) for school-aged childcare (SACC) related services. Services provided under this RFQu will provide CCPS with a list of the qualified and proper sources of suppliers that are responsive and readily available to meet CCPS needs and requirements. All potential providers, who wish to be considered for the award of these services, shall fulfill the requirements as listed herein.
- b. It is the Contractor's responsibility to be knowledgeable and familiar with all terms and conditions of the contract, and perform all services to comply with the contract and all current Federal, State, and local laws, rules, and regulations. All services will be per all DCF, State, Federal, CCPS, and governing requirements and shall conform to all laws, ordinances, codes, rules, and regulations including Federal, State, and local. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of the contract.

NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.

- c. The provider (s) shall make such investigations to enable them to fully understand the execution of services.
- d. CCPS will be the sole judge of conditions and the performance of the Contractor.
- e. Listed in the RFQu are summarizations and points of interest on the program, terms, and conditions. Note that items may be listed in the RFQu that are further detailed under the contract agreement. Bidder is responsible to read and understand both the RFQu and the contract.

4.2 Evaluation Period

- a. Awarded Provider(s) may be placed on a ninety (90) day evaluation period at the commencement of the contract and/or the first semester of the district's academic calendar. During and towards the end of the evaluation period, CCPS personnel will decide on whether to continue the contract or remove the provider and award the contract(s) to the next selected provider. The decision will be based on performance, violation memorandums/notification, and the ability of the provider to meet the servicing needs of CCPS.
- b. CCPS reserves the right to terminate contract or provider(s) at any time during the trial period, for failure to perform, failure to service CCPS, or failure to meet any of the requirements of the RFQu. Any such termination will be made in writing and may be immediate.
- c. If no work is performed in the initial ninety (90) days of the contract, then the trial period may be extended until an evaluation of the contractor(s) services' can be completed. The extension and length of any such case will be at the discretion of CCPS.

4.3 Sub-Contractors

The provider shall at no time during the contract, subcontract with any other firm unless otherwise indicated within the RFQu. All services shall be provided by the provider(s) and its employees. Failure to comply shall be grounds for immediate termination of the contract.

4.4 Background & Identification Badges

After award, contractors' employees will need to be screened according to CCPS policy 3121.01. The fee schedule and other important information on fingerprinting can be obtained at www.collierschools.com/hr

under the heading “Fingerprinting & ID Badges”. Failure to comply will result in the immediate termination of the contract and removal from the bid list for three (3) years.

4.5 **Staff Replacements of Response of RFQu**

The provider (s) shall provide competent, suitably qualified personnel per the specifications of this RFQu and any subsequent contract. In the event it is necessary to replace an administrator, principal, or other individual identified in its qualification’s response, the provider must provide written notification to CCPS (SACC administrator/manager). Such notification shall include a detailed reason(s) for the need to change personnel and the provider’s documentation that proposed replacement personnel have equal or greater qualifications and experience. CCPS reserves the right to reject any replacement staff member and may use alternate vendors or cancel the contract if suitable replacements cannot be made available. Any changes in personnel mentioned herein must be submitted and approved in advance by CCPS (SACC manager or site administrator).

4.6 **Patents and Royalties**

The provider, without exception, shall indemnify and hold harmless CCPS and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by CCPS. If the provider uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.7 **Advertising**

No provider shall be permitted to advertise its CCPS program, off-site programs, or any other program it may offer, on any CCPS campus, site, or social media outlet, including PTO/PTA social media sites. This includes, but is not limited to, any posters, flyers, notifications, or other means for any events or programs including parent nights, sports leagues, musical programs, recitals, or any other extra program offered by the provider. The provider will be expected to abide by the provisions of School Board Policy 9700.01. Failure to comply may result in termination of contract and/or specific service sites.

4.8 **Description of Sites**

a. CCPS has TWENTY-SIX (26) elementary schools that may require services under this RFQu as follows:

ELEMENTARY SITES			
Avalon Elementary 3300 Thomasson Dr. Naples, FL 34112	Herbert Cambridge Elementary 5055 SW 20th Place Naples, FL 34116	Naples Park Elementary 685 111th Ave. N. Naples, FL 34108	Sea Gate Elementary 650 Sea Gate Dr. Naples, FL 34103
Big Cypress Elementary 3250 Golden Gate Blvd. W Naples, FL 34120	Lake Park Elementary 1295 14th Ave. N Naples, FL 34102	Osceola Elementary 5770 Osceola Trail Naples, FL 34109	Shadowlawn Elementary 2161 Shadowlawn Dr. Naples, FL 34112
Calusa Park Elementary 4600 Santa Barbara Blvd. Naples, FL 34104	Laurel Oak Elementary 7800 Immokalee Rd. Naples, FL 34119	Palmetto Elementary 3000 10th Avenue SE Naples, FL 34117	Tommie Barfield Elementary 101 Kirkwood St. Marco Island, FL 34145
Corkscrew Elementary 1065 C.R. 858 Naples, FL 34120	Lavern Gaynor Elementary 29652 44th Terrace SW Naples, FL 34116	Parkside Elementary 5322 Texas Avenue Naples, FL 34113	Veterans Memorial Elementary 15960 Veterans Memorial Blvd. Naples, FL 34110
Estates Elementary 5945 Everglades Blvd. N. Naples, FL 34120	Lely Elementary 8125 Lely Cultural Pkwy Naples, FL 34113	Pelican Marsh Elementary 9480 Airport Rd. N Naples, FL 34109	Vineyards Elementary 6225 Arbor Blvd. Naples, FL 34119
Golden Gate Elementary 4911 20th Place SW Naples, FL 34116	Manatee Elementary 1880 Manatee Rd. Naples, FL 34114	Poinciana Elementary 2825 Airport Rd. S Naples, FL 34105	
Golden Terrace Elementary 2711 44 th Terrace SW Naples, FL 34116	Mike Davis Elementary 3215 Magnolia Pond Drive Naples, FL 34116	Sabal Palm Elementary 4095 18th Ave. NE Naples, FL 34120	

- b. Additional information on the sites above may be obtained at www.collierschools.com/domain/80
- c. Any specific sites listed herein may not be all-inclusive. CCPS reserves the right to enter additional contracts for any site not listed herein.

4.9 Provider Staff

- a. Provider/Contractor shall provide adequate staff and supervise employees, using skill and expertise to ensure services are rendered at the highest quality. Provider/Contractor shall be solely responsible for all services in association with each site's program.
- b. Each SACC location requires **its own** Supervisor/Director. A credentialed supervisor/director may supervise only one (1) SACC location for a single organization. **This guideline supersedes the Office of Early Learning (OEL) and Department of Children and Families (DCF) requirements.**
- c. Additional staff information is outlined in the contract.

4.10 Provider/Contractor Employee Conduct

- a. The provider (s) shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under a contract with the awarded Contractor(s) of this RFQu.
- b. Provider/Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- c. Additional information on staff conduct is outlined in the contract.

4.11 SACC Programs General Information

All programs will require provider(s) to provide School Age Child Care Services on elementary school campuses before and after school. Providers are required to deliver high-quality care by trained professional personnel that is consistent with the vision and mission of the school and District, in a safe and secure learning environment. It is expected that all programs, including principal-run and provider-run programs, will follow the Scope of Services as outlined within the contract, to ensure program uniformity throughout CCPS.

4.12 Uniform Program Fees

- a. All programs are is a quality enrichment program, located in a safe setting, offering scheduled academic and special activities, and cannot accommodate occasional drop-in services. Students must be enrolled, and tuition is expected to be paid weekly whether the enrolled child is in attendance or not.
- b. The SACC Program fees, as outlined in the contract, shall be uniform across the District, to apply to all schools involved in provider-run and principal-run programs.
- c. Fees do not apply to schools with current or pre-existing grants or other specialized activities such as sponsored academic-based tutorial programs.
- d. Additional fees outside of the contractual fees are prohibited. No additional fees, including credit card fees, shall be charged by any provider or principal program.

4.13 SACC Sample Program Schedule

Below is a sample of a SACC Program Schedule. All deviations or new schedules submitted by the provider shall be approved by the SACC Manager, Site Principal, and/or designee. This sample is provided for informational and bidding purposes only and does not constitute an actual program schedule.

Time	Monday	Tuesday	Wednesday	Thursday	Friday	
ALL SCHOOL-AGED CHILDREN						
2:50 – 3:15	Attendance and Snacks				Day of Activity & Enrichment: [Non-Certified Teacher Contact Day] Drama STEM Lab Web Design Physical Education: Organized Sports Fitness Dance	
3:15	Free Play on Playground					
3:30	Teacher Pick-up					
PreK – 3 RD Grade Students						
3:30 – 4:05	Homework & Independent Reading					
4:05 – 4:15	Break					
PreK , K & 1 st Grade Students						
4:15 – 4:45	Academic Focus	Academic Focus	Academic Focus	Physical Education		
4:45 – 5:30	Enrichment	Technology	Enrichment	Technology		
2 nd & 3 rd Grade Students						
4:15 – 4:45	Academic Focus	Academic Focus	Academic Focus	Academic Focus		
4:45 – 5:30	Technology	Enrichment	Physical Education	Enrichment		
4 th & 5 th Grade Students						
3:30 – 4:15	Homework & Independent Reading					
4:15 – 4:30	Break					
4:30 – 5:00	Technology	Enrichment	Academic Focus	Academic Focus		
5:00 – 5:30	Academic Focus	Physical Education	Enrichment	Technology		
ALL SCHOOL AGED CHILDREN						
5:30 – 6:30	Regroup in Cafeteria for Board Games and Dismissal					

Sample Activities:

Activity	Activity
Academic Focus	Tutoring, Writing Extensions, STEM activities, Research
Physical Education	Organized Sports, Fitness, Karate, Golf, Tennis
Technology	Web Design, Publishing, Fast Math, Raz kids, Riverdeep
Enrichment	Drama, Dance, Cooking, Arts & Crafts, Foreign Language

Additional Information:

- Teacher Schedule 3:30 – 6:00p Daily (2.5 hrs.)
- Counselor/Student Workers 2:30 – 6:00p Daily (3.5 hrs.)

4.14 Security, Safety & Health Procedures

CCPS is committed to the security, safety, and health of its occupants. Provider agrees to ensure these aspects of the contract and its willingness to recognize and work with CCPS on a variety of current and future safety precautionary measures and procedures, as necessary.

4.15 SACC Program Standards

- a. **SACC Program Designs** are to be aligned with research included in the standards for high-quality SACC programs. Providers should reference the National Association for Elementary School Principals (NAESP) www.naesp.org, and the Florida Afterschool Network www.flafterschool.com for further information.
- b. Qualified providers will be required to meet with the School Principal/Designee, Site Administration Team, and the Site Supervisor/Program Director to have all academic resources approved before use.
- c. Strong Vision, Management, and Collaboration will be incorporated into all programs, including:
 - A shared vision between the school and the after-school program of student learning and success.
 - Learning opportunities that extend beyond the school day.
 - After-school is recognized as an additional way to help children be successful in achieving learning goals.
 - A strong organizational structure that includes hands-on, site-based management, oversight, and accountability.
 - Effective management practices, including multiple resources, accurate bookkeeping practices.
 - Focus on the needs and desires of the students, families, and staff members.
- d. Sufficient and Quality Staff will be at all programs, including:
 - Appropriate staffing to sufficiently address and promote children's physical, social, emotional, and cognitive development will be provided.
 - Staff members who are skilled, qualified, and committed to providing appropriate learning opportunities for children will be provided.
- e. All programs will include attention to safety, health, and nutrition issues as outlined in the contract.
- f. Providers shall perform services in a manner that provides partnerships with their school, family, and community.
- g. Regular communication to families either to all or individually as to the ongoings of the program and or progress of a specific child. Programs will create opportunities for parent input into program needs and/or individual student needs.
- h. Additional standards and details are outlined in the contract.

4.16 Program Evaluation

CCPS intends to continually evaluate, review and work with the provider(s) on SACC programs and the performance of the provider(s). Evaluations of Programs shall include but not be limited to the following:

- 1) Programs will be monitored and evaluated randomly and frequently through scheduled and unscheduled observation visits by designated CCPS staff. Observation tools will reflect program goals and focus on continuous improvement. Ongoing assessment of student learning outcomes and other success measures are included in program evaluation.
- 2) Compliance to program standards, adherence to policies, and provider performance shall be monitored by the SACC Manager, Site Principal, and/or other designated CCPS personnel. CCPS will evaluate programs utilizing:

- i. **Attachment 7: SACC Site Visitation Form:** This form (or similar) will be used for random and frequent observations.
 - ii. **Attachment 8: SACC Program Assessment:** This form (or similar) will be used for annual (2nd semester) full evaluation and to maintain compliance.
- 3) Parents of participating children may provide feedback concerning the program to either the principal or the provider who services the program. The principal or the given provider of services shall provide the SACC Manager with such feedback as well as provide their response based on personal observation. The SACC Manager shall consider all feedback in evaluating the services provided by the given principal-run or provider-run program in developing any necessary improvement plan.
 - 4) To aid in the program evaluation/assessment process, the District will utilize the SACC parent and student climate surveys annually during this RFQu. The principal and the provider, if applicable, will assign the designated parent representative. The surveys are attached as **Attachment 9A & 9B SACC Program Climate Survey**. Please note CCPS reserves the right to offer climate surveys electronically.

4.17 SACC Program Improvement Plan and Corrective Action:

Improvement plans and/or corrective action plans will be necessary upon any site visit and/or evaluation that results in the findings which require said action. Any action is outlined in the contract.

4.18 SACC Program Additional Considerations

- a. **Provider Awareness:** It is the provider's responsibility to become fully informed as to all aspects of the program and services provided and be cognizant during any other work in the area, including possible interference with other CCPS Contractor services or activities.
 - b. **Site Access / Gate & Other Keys:** CCPS may issue keys to awarded providers and other general access capabilities to each site as required at the approval of the site's Principal. Provider shall be responsible for all keys issued. Any key issued to a provider as approved by the site's Principal shall then be in the exclusive control of the provider. **At no time shall the provider duplicate any CCPS issued key.** All keys shall be returned at the end of each school year to the Principal/Site Designee or Facility Manager.
 - c. **SACC Office:** Provider will be permitted the use of office space at the school during the length of the contract as designated by the Principal/Designee and/or Facility Manager. CCPS will provide basic office furniture including but not limited to a desk and chair(s). A phone may be provided for access to the CCPS visitor management system and internal calls.
 - d. **Storage:** Provider will be permitted to store items such as games, crafts, and PE equipment at the schools during the length of the contract. All provider items should be stored in a secured location as designated by the Site Principal/Designee or Facility Manager. The provider must ensure that all stored items are locked up/secured or removed after each visit. Items shall never be openly available to where occupants may come in to contact or be able to access them during non-program hours.
- 1) **Incident Reports:** Provider shall develop and submit a sample of an Incident Report that will be utilized during this RFQu. Incident reports shall be submitted within 24-hours of any such incident and shall inform the Site Principal/Designee and the SACC Manager of the incident, any action taken by the provider, and/or any action that may be necessary by CCPS. Incident reports will be submitted to the Site Principal/Designee and the SACC Manager for incidents that occur at any program that may include but not be limited to:
 - a. a lost or missing child,
 - b. suspected mistreatment of a child
 - c. injuries or illness requiring hospitalization or emergency treatment
 - d. death of child or childcare personnel

- e. presence of a threatening individual who attempts or succeeds in gaining entrance to the facility
- f. damage to CCPS facility
- g. security breaches

4.19 **Contract Details**

Items listed in the RFQu may be further outlined and detailed in the attached contract. It is the responsibility of the provider to fully read and understand the contract and requirements therein as well as the responses required in this RFQu.

Section 5 – Minority / Women Business Enterprise (MWBE) Participation

5.1 **Provider Understanding**

The provider (s) shall provide a statement of the Firm's understanding of the MWBE Participation requirements as outlined and described herein and as outlined in **Attachment MWBE-1 Minority/Women Business Participation Guidelines**. Submittal shall include a statement, explanation, and/or further details of the provider's agreement and understanding.

5.2 **MWBE Participation**

The provider(s) shall provide and submit evidence supporting its MWBE participation or status, and shall complete and submit with its proposal, **Attachment MWBE-2**.

5.3 **MWBE Involvement Information**

The provider (s) and/or MWBEs shall submit information on their involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority children, financial contributions, and/or providing other corporate resources for minority community projects.

5.4 **MWBE Sub-Contractor Identification & Intention**

- a. The provider(s) shall identify the MWBE subcontractor(s) who it may utilize in coordination with the services provided and outlined herein. Provider shall indicate the extent and nature of the subcontractor MWBE work with specificity, as it relates to the services as described in this RFQu.
- b. Providers must provide evidence or documentation with their proposal for all MWBE subcontractors identified on **Attachment MWBE-2**. Documentation should include but not be limited to detail of the work to be performed by every MWBE, the percentage of the contract fees to be contracted to the listed subcontractor, and additional information as necessary.
- c. Provider shall submit copies to CCPS, upon request, of executed subcontractor agreements/contracts between the qualified provider and any MWBE Subcontractors.

RFQu #21-116 School-aged Child Care – RFQu Checklist

Provider Checklist (please note this checklist may not be all-inclusive of all items needed and is given for generic use only):

- ☐ 8 flash drives of Electronic Submittals by due date and time
- ☐ Tab A - Title Page
- ☐ Tab B - Table of Contents
- ☐ Tab C - Letter of Interest/Transmittal
- ☐ Tab D – Provider Acknowledgements
 - Completed RFQU Acknowledgement Form (p. 1)
 - Completed Addenda (if applicable)
 - Attachment 1 – Anti Collusion Statement
 - Attachment 2 – Statement of Affirmation
 - CCPS Administration Requirements (Exhibit A, B, C, D, JLA)
- ☐ Tab E – Provider Qualifications
 - Statement of Capability
 - Organization Description
 - Attachment 3 – Acknowledgement of Business Type
 - Business Licenses
 - DCF Licenses
 - References (three)
 - Financial Information
 - Attachment 4 - Statement of Qualifications
 - D&B Evaluation Report
 - Previous Experience with CCPS
 - Legal Actions
- ☐ Tab F – Experience & Qualifications of Principals & Staff
 - Principal(s) – Resumes
 - Administrative Personnel – Resumes
 - Administrative Point of Contact
 - Personnel Licensure
- ☐ Tab G - MWBE Information & MWBE attachments
- ☐ Tab H – Scope of Services / Approach
- ☐ Tab I - Insurance
- ☐ Tab J – Additional Information

Attachment 1 – Anti-Collusion Statement

The undersigned certifies that this submittal was prepared without prior understanding, agreement, or connection with any corporation, Vendor, or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud to gain an unfair advantage in the award of this submittal. Vendor acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this submittal guarantees, as evidence of the affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, the surety company, bank depository, material, or equipment manufacturer or distributor or any person or Vendor or corporation to furnish any pertinent information requested by the District School Board of Collier County or its representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Receipts of the following Addenda are hereby acknowledged (if applicable):

- ADDENDUM NO. _____ dated _____
- ADDENDUM NO. _____ dated _____
- ADDENDUM NO. _____ dated _____

Signature

Date

Printed Name

Organization Name

THIS FORM MUST BE NOTARIZED AND RETURNED WITH SUBMITTAL.

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____ **as identification.**

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Attachment 2 – Statement of Affirmation & Intent

To: The School District of Collier County, Florida, Purchasing Department

Project: _____

Date: _____

The undersigned hereinafter called the Vendor, declares that the only persons or parties interested in its submittal are those named herein, that this submittal is, in all respects, fair and without fraud that it is made without collusion with any other Vendor or official of the District School Board of Collier County, FL. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Vendor certifies that no Board Member, Director, or any District Employee directly or indirectly owns assets or capital stock of the proposing entity, nor will directly or indirectly benefit by the profits or emoluments of this submittal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Vendor certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. If a conflict of interest is identified in the provision of services, the Vendor agrees to immediately notify the District in writing.

The Vendor further declares that he/she has carefully examined the scope of services, instructions, terms, and conditions of this Request for Qualifications (RFQu) and that Vendor's submittal is made according to the provisions of the RFQu and that he/she will meet or exceed the scope of services, requirements, and standards contained therein.

The Vendor agrees to abide by all conditions of the negotiation process. In conducting negotiations with the District, the Vendor offers and agrees that if this negotiation is accepted, the Vendor will convey, sell, assign, or transfer to the District 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 District. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the Vendor. The submittal constitutes a firm and binding offer by the Vendor to perform the services as stated.

Corporate Name of Vendor

Address, City, Zip

Signature of Authorized Representative

Date

E-Mail

Phone Number

Attachment 3 – Acknowledgment of Business Type

This form must be completed, notarized, and returned with submittal to indicate the firm's business type.

PROVIDER NAME: _____

BUSINESS ADDRESS OF VENDOR: _____

City, State, Zip Code

Telephone No. _____

E-Mail _____

SIGNATURE OF PROVIDER:

If an Individual:

Signature _____

Printed Name _____

Doing business as _____

If a Partnership:

Signature of Partner _____

Printed Name _____

If a Corporation, Corporate Name: _____

State Corporation is Incorporated: _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? ☐ YES ☐ NO

Signature _____

Printed Name _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Attachment 4 – Statement of Qualification

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", then the Applicant shall describe fully the circumstances, reasons, therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry (may use additional paper if necessary)

NAME OF PROVIDER: _____

1. Has the provider been declared in default of any contract? ☐ YES ☐ NO
2. Has the provider forfeited payment of any performance bond on any contract? ☐ YES ☐ NO
3. Has an uncompleted contract been enforced on any payment of performance bond issued to the provider arising from its failure to fully discharge all contractual obligations thereunder? ☐ YES ☐ NO
4. Within the past three (3) years, has the provider filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ YES ☐ NO
5. Is the provider now the subject of any litigation in which an adverse decision might result in a material change in the provider's financial position or future viability? ☐ YES ☐ NO
6. Is the provider currently involved in any state of fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ YES ☐ NO
7. Provide the following financial information for the last 12 months:

\$ _____	Earnings Before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liabilities
\$ _____	Current Assets
\$ _____	Current Liabilities
\$ _____	Retained Earnings

CCPS reserves the right to further investigate or request from the provider any additional information necessary concerning any information listed under this Statement of Qualifications.

Signature

Date

Printed Name

Title

Attachment MWBE-1 – MINORITY/WOMEN BUSINESS PARTICIPATION GUIDELINES

CCPS is committed to the participation of qualified minority and women-owned businesses in its contracts and for its contractors who supply CCPS. The provider(s) hereby certifies that it will utilize certified vendors of this nature in the performance of any agreements as a result of this RFQu. The following guidelines are provided to assist providers(s) in increasing participation of minority/women businesses.

1. Minority/Women Business Participation may be provided through any combination of the following elements:
 - a. Business with minority ownership: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of minority ownership of the company. Where the company has more than fifty-one percent (51%) minority ownership and is considered a minority-owned business, the total amount of the order shall be used as the amount of participation.
 - b. Sale of material obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers.
2. When used herein, the following terms will have the corresponding meanings:
 - a. "CCPS" or "District" shall mean Collier County Public Schools or the School District of Collier County, Florida.
 - b. "Minority Individual" means a person who is a citizen of the United States and who is Black, Hispanic, American Indian, or Asian.
 - c. "Minority Business Enterprise" means (1) (a) an unincorporated business Vendor not less than 51% of the ownership of which is vested in one or more minority individuals or (b) an incorporated business Vendor not less than 51% of whose issued and outstanding shares are owned by one or more minority individuals, and (2) whose business affairs are controlled and operated on a day-to-day basis by one or more minority individuals.
 - d. "MBE" means a Minority Business Enterprise.
 - e. "Women Business Enterprise" or "WBE" means (1) (a) an unincorporated business Vendor not less than 51% of the ownership of which is vested in one or more female individuals or (b) an incorporated business Vendor not less than 51% of whose issued and outstanding shares are owned by one or more female individuals and (2) whose business affairs are controlled and operated on a day-to-day basis by one or more female individuals.

3. Certificate of Minority/Women Participation

Vendor MWBE status shall be reviewed by CCPS when submitting a proposal to provide supplies, equipment, or services to CCPS. The Vendor must include with the proposal the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION from the certifying agency. After a proposal has been opened and the appropriate CCPS staff has completed all procedures relating to the recording of said proposal, then CCPS shall examine the same to determine whether the proposed Vendor has complied with the minority/women participation goals contemplated herein.

The Vendor must demonstrate to the satisfaction of CCPS before the award of a contract, and periodically thereafter throughout the term of the contract, that the Vendor maintains participation and encouragement for minority/women participation.

If at any time, either before or after the award of contract, the Vendor determines that he/she will be unable to comply with any MWBE requirements as outlined herein, it shall notify CCPS. CCPS may waive any requirement, as authorized and approved by the Superintendent, when evidence supports that the Vendor has made diligent, good faith efforts to meet guidelines for minority/women participation, but due to circumstances beyond its control, it cannot comply.

Notwithstanding, any of the foregoing requirements relating to the Minority/Women Business Participation Guidelines contained herein, CCPS reserves the right to waive any technical requirements relating to any submittal, if to do so would rebound to the benefit of CCPS, in the increase of minority/women participation in contracts.

Attachment MWBE-2 – MWBE PARTICIPATION

CCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBE). To calculate the participation-level percentage, only those dollars awarded to certified MWBE Subcontractors will be utilized.

1. Is the provider a certified MWBE Vendor? ☐ YES ☐ NO

If yes, please check all entities that it is certified with:

☐ National Minority Supplier Development Council

☐ State of Florida

☐ Other: _____

Attach all copies of MWBE certificates with the submittal.

2. Please sign below as acknowledgment and understanding of CCPS's MWBE programs and information provided herein.

Signature

Date

Printed Name

Organization Name

Attachment MWBE-3 – MWBE SUB-CONTRACTOR PARTICIPATION

CCPS encourages MWBE participation in the purchase of commodities or services. Vendors are asked to include certified MWBE Subcontractor participation information below and submit it with their bid.

Please complete the information below showing the Vendor's commitment to subcontract MWBE Vendors.

1. MWBE Subcontractor Name: _____

Please indicate agency MWBE Subcontractor is certified with _____

Describe in detail what portion of the contract the MWBE Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE Subcontractor: \$ _____

2. MWBE Subcontractor Name: _____

Please indicate agency MWBE Subcontractor is certified with _____

Describe in detail what portion of the contract the MWBE Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE Subcontractor: \$ _____

3. MWBE Subcontractor Name: _____

Please indicate agency MWBE Subcontractor is certified with _____

Describe in detail what portion of the contract the MWBE Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE Subcontractor: \$ _____

The vendor may utilize additional paper for any additional MWBE Subcontractors. The vendor hereby agrees this information is supplied to the best of its knowledge and further agrees to provide any subcontractor payment information to CCPS upon request. The due date and report format will be established at the time of the request.

Signature

Date

Printed Name

Organization Name

Exhibit A - Conflict of Interest Statement

Provider shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with the bid.

I hereby certify that:

I, _____, am the _____
(Printed name) (Title)

and the duly authorized representative of the firm of _____
(Name of Firm)

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Collier County Public Schools¹.

AND/OR

- III. Any other company owner, officer, director, employee or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

1 – Please include the Collier County Public School department/site when listing a CCPS employee.

The above information is true and correct to the best of my knowledge.

Signature

Date

Printed Name

Organization Name

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____ **as identification.**

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit B - Affidavit Concerning Illegal Aliens

The undersigned deposes and states that _____ complies with the provisions of
 (Organization Name)

Section 274A of the Immigration and Nationality Act; that _____ substantiates
 (Organization Name)

that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the provisions of federal and state laws and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form

**CERTIFICATION REGARDING, DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities. The regulations were published as Part VII of May 26, 1988, Federal Register (pages 19160 - 19211).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: _____

Organization Name: _____

Names & Titles of Authorized Representative(s):

Signature

Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____ **, in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein per these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this Exhibit without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit D - Drug-Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal concerning 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 responses will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a. 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.
- b. 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under the proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, 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 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.
- e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following ***after*** they have received notification of their award, however, this statement must be completed and returned with RFQU. Please note that procedures and policies may change without notification.

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders, or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract, etc... to the Legal Department before the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth, and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee**, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. The contractor with currently issued State badges, commencing work with CCPS, shall complete the necessary paperwork and submit it to CCPS Human Resource Department.
6. The vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to ensure they meet all badging requirements.

***Please note fingerprinting and badging procedures are subject to change without notification.** It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all State and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand, and will comply with the Vendor/Contractor Responsibilities as listed above.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

****All pricing subject to change without notification.**

Protest Policy

6320 - PURCHASING

Solicitation Protest

- A. A bidder/provider who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- B. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
 - 1. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 - 2. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor. If the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

- C. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

Cone of Silence Policy

6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitation to Bids (ITB), Request for Proposals (RFQU), Request for Qualifications (RFQu), Request for Quotes (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular ITB, RFQU, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and any one (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFQU, RFQu, RFQ, or ITN the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's facilities department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the purchasing department or the facilities department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the ITB, RFQU, RFQu, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's bid posting web page or in the newspaper of general circulation.

The cone of silence terminates at the time the Board acts on a written recommendation from the purchasing department or facilities department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The purchasing department and facilities department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, provider, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, provider, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, provider, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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END OF RFQu