

Tallahassee Community College

Request for Proposals
For
CHILD DEVELOPMENT/CHILDCARE SERVICES
RFP 2009-05



Proposals Due – Wednesday, March 18, 2009 @ 5:00 p.m. EST

Proposals Opening – Thursday, March 19, 2009 @ 10:00 a.m. EST

<http://www.tcc.fl.edu/purchasing>

1. Table of Contents

1. Table of Contents	2
2. Proposal and Contact Information	6
3. TCC’s Purchasing Department’s Website	7
4. Calendar of Events.....	8
5. Definitions	9
6. General Conditions, Instructions & Information for Proposers.....	10
I. Contact	10
II. Proposal Submission	10
III. Number of Copies	10
IV. Due Date/Time	10
V. Proposer Email Registration.....	11
VI. RFP Documents	11
VII. Public Opening	11
VIII. No Bid/Proposal	11
IX. Delays.....	11
X. Proposal Withdrawal.....	11
XI. Additional Information.....	12
XII. Inquires	12
XIII. Addendum.....	12
XIV. Posting of Recommendation for Award.....	12
XV. Posting of Award	12
XVI. Responses	12
XVII. Termination.....	13
a. Termination at Will	13
b. Termination Because of Lack of Funds	13
c. Termination for Cause	13
d. Termination for Unauthorized Employment	13
XVIII. Minority and Women Owned Businesses.....	13
XIX. Proposal Preparation Costs.....	14
XX. Accuracy of Proposal Information	14
XXI. Disqualification.....	14

XXII. Attorney’s Fee	14
XXIII. Public Entity Crimes	14
XXIV. Public Records	14
XXV. Acceptance/Rejection	15
XXVI. Joint Ventures	15
XXVII. Protests	15
XXVIII. Compliance with Laws.....	15
XXIX. EEO Statement	15
XXX. Conflict of Interest	15
XXXI. Affirmation	16
XXXII. Request for Proposal Terms.....	16
XXXIII. Purchasing Agreements with other Public Agencies	16
XXXIV. Licenses	16
XXXV. Indemnification	16
XXXVI. Authority to Practice	17
XXXVII. Compliance with Laws.....	17
XXXVIII. Federal and State Taxes	17
XXXIX. Mandatory Responsiveness Requirements/Fatal Criteria	17
XL. Right to Reject Proposal Submissions and Waiver of Minor Irregularities	17
XLI. Site Visit and Proposers’ Conference	17
XLII. Intent to Propose	18
XLIII. College Required Scope Changes	18
XLIV. Other Requested Changes	18
XLV. Behavior	19
XLVI. Manager	19
XLVII. Discriminate	19
XLVIII. Laws, Ordinances, Rules, Regulations, Permits and Licenses	19
XLIX. Signs	19
L. Availability of Records.....	19
LI. Debts and Encumbrances	20
LII. Credits	20
LIII. Administrative Purposes	20
7. Scope of Services Sought.....	21

I.	Overview	21
II.	Existing Conditions	21
III.	Current Rates	22
IV.	Food Served	22
V.	Additional Information.....	22
VI.	Scope of Service	23
VII.	Voluntary Pre-Kindergarten (VPK)	24
VIII.	Contractor’s Responsibilities.....	24
IX.	College’s Responsibilities	26
X.	Statement of Purpose	27
XI.	Service Start Date.....	27
8.	Instructions for Preparing Proposals	29
I.	Proposal Format.....	29
II.	Mandatory Responsiveness Requirements (Fatal Criteria)	29
III.	Proposal Submission Requirements - Mandatory.....	30
a.	Tab 1 – Transmittal Letter with Executive Summary	30
b.	Tab 2 – Proposer’s Business/Corporate Background - Mandatory.....	32
c.	Tab 3 – Attachment B – Questionnaire	33
d.	Tab 4 – Attachment C - Drug-Free Work Place Form - Mandatory.....	33
e.	Tab 5 – Attachment D - Minority & Women Owned Business Declaration Form - Mandatory	33
f.	Tab 6 - Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form - Mandatory	33
g.	Tab 7 - Other Required Forms – Attachments F & G - Mandatory	33
h.	Tab 8 - Proposer’s Financial Statement - Mandatory	33
i.	Tab 9 – Staffing and Personnel - Mandatory	34
j.	Tab 10 – Attachment A - Price Proposal Sheet - Mandatory	35
k.	Tab 11 – Attachment H - Addendum Acknowledge Form - Mandatory	35
9.	Evaluation of Proposals.....	36
I.	Evaluation Method.....	36
II.	Proposal Criteria.....	36
a.	Evaluation Criteria / References	36
b.	Identical or Tie Scores	36
c.	Evaluation Criteria for Written Proposals	36

10. **Attachments** 37

I. Attachment A - Price Proposal Sheet - Tab 1038

II. Attachment B - Questionnaire - Tab 3.....39

III. Attachment C - Drug-Free Work Place Form48

IV. Attachment D - Minority and Woman Owned Business Declaration49

V. Attachment E – W9, Request for Taxpayer Identification Number and Certification 51

VI. Attachment F – TCC’s Vendor Application Form.....52

VII. Attachment G – Vendor Signature Sheet.....53

VIII. Attachment H – Addendum Acknowledgement Form.....54

IX. Attachment I – Statement of No Proposal Submittal55

X. Attachment J – Campus Map56

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

2. **Proposal and Contact Information**

Submit Proposals To:

Tallahassee Community College
Purchasing Department
Administration Building, Room 113
444 Appleyard Drive
Tallahassee, FL 32304-2895

Contact Information:

Dalphine Clack, Purchasing Technician
Email: (clackd@tcc.fl.edu)
Phone: 850.201.6089

Greg Bolden, CPPB, FCPA, FCPM, Purchasing Technician
Email: (boldeng@tcc.fl.edu)
Phone: 850.201.6069

Location:

Tallahassee Community College
Purchasing Department
444 Appleyard Drive
Tallahassee, FL 32304-2895
(850) 201-8520 – Phone
(850) 201-8506 – Fax

RFP Title:

CHILD DEVELOPMENT / CHILDCARE SERVICES

RFP No.:

RFP 2009-05

Commodity Code:

913-130 Child Day Care, Youth, and Families Services

913-131- Child Day Care Training, Children, Youth and Families Service

Proposal Due Date and Time:

Wednesday, March 18, 2009 @ 5:00 p.m. EST

Issue Date:

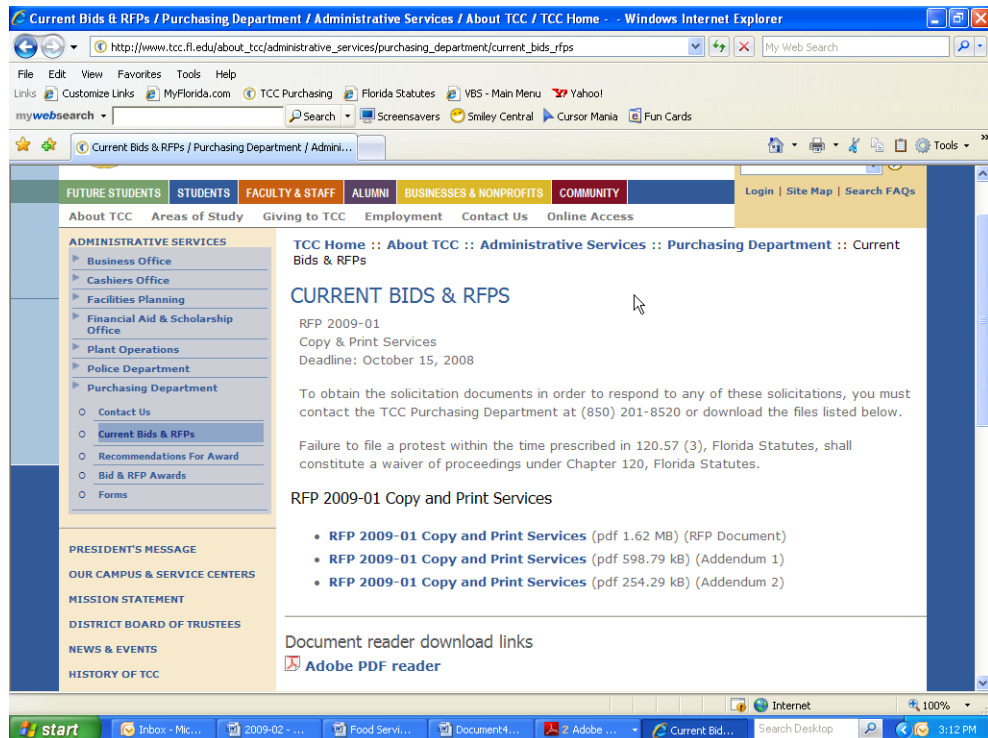
Thursday, February 5, 2009

3. TCC's Purchasing Department's Website

<http://www.tcc.fl.edu/purchasing>



TCC's Purchasing Department's Website: CURRENT BIDS & RFP'S



4. **Calendar of Events**

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the College finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time.

CALENDAR OF EVENTS		
DATE	TIME	ACTION
Thursday, February 5, 2009		Release of RFP to Public, Posted on VBS
Thursday, February 19, 2009	2:00 p.m. till 4:00 p.m.	Non-Mandatory Site Visit and Proposer's Conference
Thursday, February 26, 2009	5:00 p.m.	Last day for Written Inquiries and Notice of Intent to Propose
Friday, March 6, 2009		Anticipated Date that Answers to Written Inquiries will be posted on TCC's Website
Spring Break – College Closed		
TCC will close for Spring Break at 5:00 p.m., March 6, 2009 and reopen on March 16, 2009		
Wednesday, March 18, 2009	5:00 p.m.	Proposals Due
Thursday, March 19, 2009	10:00 a.m.	Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
Friday, March 20, 2009		Anticipated commencement of proposal evaluations
Wednesday, April 01, 2009		Anticipated date finalist are <u>notified</u> of invitation to participate in an interview and site visit
Thursday, April 16, 2009		Anticipated date finalist participate in a interview and site visit
Thursday, April 30, 2009		Anticipated Posting of Recommendation for Award
Monday, May 18, 2009		Anticipated Recommendation to the Board of Trustees for Approval
Monday, June 1, 2009		Anticipated Commencement of Contract

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

5. **Definitions**

1. Definitions

- I. **Breach of Contract**: The condition of the relationship between the College and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.
- II. **CD/CD-R**: A recordable compact disc format.
- III. **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the Contract.
- IV. **Contract Services**: Where used herein, refers to those services provided by a private contractor to the College, as described in this RFP document and pursuant to an executed contract.
- V. **Contract**: The agreement resulting from this RFP between the Successful Proposer and the College.
- VI. **Contractor**: The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- VII. **College**: Tallahassee Community College referred to in this RFP document as “TCC”, “College” or “the College.”
- VIII. **Desirable Conditions**: The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.
- IX. **Evaluation Team**: Identified by the Vice President of Administrative Services and Chief Financial Officer to evaluate the responses and make a recommendation for award in the best interest of the College.
- X. **Mandatory Responsiveness Requirements/Fatal Criteria**: Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- XI. **Minor Irregularity**: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the College.
- XII. **PDF**: Portable Document Format (PDF) is a file format created by Adobe Systems.
- XIII. **Proposals**: An offer in response to a RFP.
- XIV. **Proposer**: Company/person, which submits a proposal. An Offeror.
- XV. **RFP**: Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- XVI. **Subcontract**: An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the College under the terms of the Contract resulting from this RFP.
- XVII. **Successful Proposer/Contractor**: The entity that will be performing as the contractor under any contract resulting from this RFP.
- XVIII. **Vendor, Offeror, Proposer or Contractor**: A legally qualified corporation, partnership or other entity submitting a proposal to the College pursuant to this RFP that will be performing as the Contractor under any resultant contract.

6. General Conditions, Instructions & Information for Proposers

I. Contact

Any questions concerning this RFP shall be directed to Dalphine Clack and Greg Bolden at the Purchasing Department as indicated in Section 2 - Proposal and Contact Information page. To ensure prospective proposers are presented the same information, all proposers are hereby instructed to contact only the staff members designated as resources for this RFP in Section 2 – Proposal and Contact Information. Any other staff contact could create confusion or misinformation and may be cause for disqualification.

Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than by addenda.

II. Proposal Submission

The College will receive proposals at the address listed in Section 2 - Proposal and Contact Information page. The outside of the sealed envelope/container must be identified as follows:

- ✓ Proposer's name
- ✓ Return address
- ✓ RFP number and title
- ✓ Due date and time

All documentation produced as part of this solicitation shall become the exclusive property of the College and may not be removed by the Proposer or returned to its agents. The College shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal. Selection or rejection of a proposal shall not affect this right.

III. Number of Copies

Proposers shall submit **one (1) original hardcopy, six (6) additional copies** and **one (1) Compact Disc (CD) in PDF format** of the complete proposal, with all supporting documentation in a sealed envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

IV. Due Date/Time

The time and date will be scrupulously observed. Proposals must be received in the College Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals.** Telephone confirmation of timely receipt of the proposal may be made by calling The Purchasing Department at (850) 201-8520.

V. Proposer Email Registration

Proposers who desire to obtain electronic documents regarding the College's RFP's must officially register their email address with the Purchasing Department in order to be placed on an email mailing list for any forthcoming addenda or official communications. ***An email sent to the names listed in Section 2 - Proposal and Contact Information referencing this proposal will serve as officially registering.*** The College shall not be responsible for providing addendum to proposers who receive RFP documents from other sources. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a Proposal without an addendum acknowledgement form **(see Attachment H, Addendum Acknowledgement Form)** for the most current addendum.

VI. RFP Documents

To obtain the RFP documents in order to respond to this RFP, contact Dalphine Clack and Greg Bolden (Purchasing Department) at clackd@tcc.fl.edu and boldeng@tcc.fl.edu, by phone at (850) 201-8520 or online at: <http://www.tcc.fl.edu/purchasing>

VII. Public Opening

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be reviewed by the College staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in this RFP. This will be a yes/no review and costs recording, conducted by the College staff, to determine if all requirements have been met. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed. No points will be awarded for passing the mandatory responsiveness requirements.

A public opening of the proposals for this RFP will occur as listed in Section 4 - Calendar of Events in Room 115 (Eagle Conference room) of the Hinson Administration Building. Persons with disabilities needing assistance to participate in the public opening should call the Purchasing Department at least 48 hours in advance of the public opening.

VIII. No Bid/Proposal

If not submitting a Proposal, vendors should submit a **Statement of No Proposal Submittal (Attachment I)** and give the reason(s) in the space provided. Failure to submit either a Proposal or a Statement of No Proposal Submittal may be cause for removal of the Proposer from the mailing list.

IX. Delays

The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify proposers of all changes in scheduled due dates by written addendum.

X. Proposal Withdrawal

Proposers may withdraw their proposals by notifying the Purchasing Department in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of The College and will not be returned to the proposers.

XI. Additional Information

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date unless specifically requested by the College.

XII. Inquires

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Department in writing by the Calendar of Events, Last Day for Written Inquiries; failure to do so, on the part of the proposer, will constitute an acceptance by the proposer of any subsequent decision. Any inquiries or questions concerning the intent, meaning and interpretations of this RFP shall be requested in writing, to be received by the contact person in the Purchasing Department, by the date listed in the Calendar of Events, Last day for Written Inquiries and Notice of Intent. An addendum with answers on all received questions will be mailed or emailed to the Proposer by or on the date listed in the Calendar of Events, Anticipated Date that Answers to Written Inquiries will be posted on VBS (Vendor Bid System) and the College's Website.

XIII. Addendum

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum (**see Attachment H – Addendum Acknowledgement Form**) to all proposers who received a RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on The College's Purchasing website: <http://www.tcc.fl.edu/purchasing>. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

Note: Vendors cannot download documents from the Vendor Bid System, but may be downloaded from TCC's Purchasing website.

XIV. Posting of Recommendation for Award

Recommendation for award may be posted for review by interested parties at the Purchasing Department and at our website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award, and will remain posted for a period of at least 72 hours - three (3) working days.

XV. Posting of Award

The College anticipates award to the Proposer who submits the proposal judged by the College to be the most advantageous to the College. Final approval of the proposal shall be by TCC's District Board of Trustees at a regularly scheduled public meeting. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the College, and executed by both parties.

XVI. Responses

The College prefers to receive a minimum of three (3) responses to solicitations for commodities and services. Therefore, if three responses are not received by the deadline, the deadline may be extended, or the solicitation for responses may be reinitiated.

XVII. Termination

If the awarded contract is terminated or cancelled, the College may elect to negotiate and award the proposal to the next ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of the College. If the provider is not performing within the terms and conditions set forth by Tallahassee Community College, the Vice President of Administrative Services and Chief Financial Officer will notify the provider that the contract will be terminated as instructed below. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

a. Termination at Will

The Contract resulting from this RFP may be terminated by the College upon no less than sixty (60) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

b. Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this RFP become unavailable, the College may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The College shall be the final authority as to the availability of funds.

c. Termination for Cause

The integrity, reliability and qualifications of a bidder or proposer, with regard to the capability in all respects to perform fully the contract requirements, shall be determined by the College prior to the award of the contract and shall be monitored by the College throughout the contract term.

Default – If a vendor is in default on any contract awarded, the College shall follow the procedures contained herein:

(a) The College shall notify, in writing, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).

(b) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally excusable, the College shall find the vendor in default and shall issue a second notice stating (i) the reasons the vendor is considered in default, (ii) that the College will reprocore or has reprocored the commodities or services.

The foregoing provisions do not limit, waive or exclude the College's remedies against the defaulting contractor at law or in equity.

d. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

XVIII. Minority and Women Owned Businesses

Minority and Women Owned Businesses are encouraged to participate in all solicitations for responses conducted by the College. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Penalties for falsification and/or discrimination may be

reviewed in Chapter 287.094. **See Attachment D, Minority and Women Owned Business Declaration Form.**

XIX. Proposal Preparation Costs

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP. Proposing firms shall pay all costs associated with the preparation of the proposals including the cost of any visits to the campus.

XX. Accuracy of Proposal Information

Any proposer, which submits in its proposal to the College any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

XXI. Disqualification

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified and in the time allotted, or upon evidence of collusion with intent to defraud, or other unethical or illegal practice. The College also reserves the right to disqualify responses from firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/or services.

XXII. Attorney's Fee

In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the proposer shall pay all costs for such legal action or collection, including reasonable attorney's fees, court costs, discovery costs and any other costs related to this action.

XXIII. Public Entity Crimes

Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposers attests that they have not been placed on the "Convicted Vendor List".

XXIV. Public Records

All proposals/solicitations become "public records" and shall be subject to public disclosure consistent with Chapter 119.071 (1)(b) and Chapter 119.071 (1)(c), Florida Statutes. Bidders are cautioned that Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes.

NOTE: If Proposer believes any of their material(s) are exempt from disclosure and public records, they must identify specifically any information contained in their proposal, clearly segregate and mark that information, specify the Florida Statute which they consider to be

exempt from disclosure, citing specifically the applicable exemption law and briefly describe in writing the grounds for claiming exemption from the public records law. A general notation that information is “Confidential” will not be sufficient. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.07, Florida Statutes **if not** identified as noted above. This includes material that the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. In no event shall the College or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

XXV. Acceptance/Rejection

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who in the College’s opinion, is not in a position to perform properly under the award. The College reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

XXVI. Joint Ventures

Proposals submitted by firms under “joint venture” arrangements or other multi-party agreements **must** submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.

XXVII. Protests

Any notice of protest or formal written protest to the award or intended award which is filed before the proposal tabulation posting, is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3)(b), Florida Statutes.

Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

XXVIII. Compliance with Laws

All proposers are required to comply with all Federal, State and Local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), OSHA regulations, all Civil Rights legislation, and all employment and minimum wage laws.

XXIX. EEO Statement

The College is committed to assuring equal opportunity in the award of contracts and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin or gender.

XXX. Conflict of Interest

All proposers must disclose with the proposal the name of any officer, director, agent who is also an employee of TCC or member of TCC’s District Board of Trustees. All proposers

must disclose the name of any TCC employee or member of TCC's District Board of Trustees employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

XXXI. Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract. See **Attachment G – Vendor Signature Sheet**.

XXXII. Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals. See **Attachment G – Vendor Signature Sheet**.

XXXIII. Purchasing Agreements with other Public Agencies

The submission of any proposals in response to this RFP also constitutes a proposal made under the same terms and conditions, for the same contract price, and for the same effective period as this proposal, to other public agencies within Florida, **should the proposer feel it is in their best interest to do so**. This in no way restricts or interferes with the right of any public agency to re-bid any or all items.

Should a public entity desire to utilize the awarded contract, and make an award thereof, the entity shall do so independently of the College, shall be responsible for its own purchases, shall be liable only for materials and/or services ordered and received by it and does not assume any liability by virtue of this proposal.

XXXIV. Licenses

It shall be the sole responsibility of the contractor to obtain and maintain, at no additional cost to the College, any and all licenses as required by all federal, state, county, municipal and local governments.

XXXV. Indemnification

The vendor agrees to indemnify, defend and save harmless Tallahassee Community College (the College) and the TCC's District Board of Trustees, against any and all claims or actions of any nature whatsoever, including, but not limited to, damages to property, injuries, or death arising out of any of the operations of the vendor.

The successful proposer agrees, by accepting the award of this RFP, to the following hold harmless agreement:

During the term of this contract, the vendor shall indemnify, hold harmless, and defend the District Board of Trustees of Tallahassee Community College and Tallahassee Community College, from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of the products or goods, installing

equipment, or otherwise transacting business, whether such claim or claims be for damages, injury or death to a person, group or organization, whether employed by the vendor or by Tallahassee Community College.

XXXVI. Authority to Practice

The vendor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner. The vendor will and hereby does warrant and guarantee that he/she will perform the work required by this contract in a workmanlike manner. The quality of work performed under this contract will equal or exceed the norm for the trade.

XXXVII. Compliance with Laws

In performance of the services, the vendor will comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.

XXXVIII. Federal and State Taxes

Tallahassee Community College is exempt from Federal Tax and State Sales and Use Tax. Upon request, the College will provide an exemption certificate to the vendor. The vendor shall not be exempt from paying sales tax to its suppliers for inventory, materials, supplies, equipment, and services to fulfill contractual obligations with the College, nor shall the vendor be authorized to use the College's Tax Exemption Number in securing such inventory, materials, supplies, equipment, and services. The vendor shall be responsible for all associated taxes. The vendor shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes and benefits.

XXXIX. Mandatory Responsiveness Requirements/Fatal Criteria

The College shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

XL. Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The College reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the College. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the College. At its option, the College may correct minor irregularities but is under no obligation to do so whatsoever.

XLI. Site Visit and Proposers' Conference

The College has scheduled a Non-mandatory Site Visit and Proposer's Conference as listed in Section 4 - Calendar of Events. This meeting is intended to provide both a tour of our childcare center and a forum for open dialogue between potential proposers and the College representatives relative to this RFP's specifications and strive to provide clarifications or explore potential changes to this RFP. Interested parties must call or email the contact persons listed in Section 2 - Contact Information at least **two (2) business days prior to**

the site visit and proposer's conference date and furnish them with the attendee's full name, and driver's license number.

All interested parties shall meet at 2:00 p.m., Thursday, February 19, 2009 at Tallahassee Community College, Purchasing Department, 444 Appleyard Drive, Tallahassee, FL 32304-2895 @ (850) 201-8520.

All persons present as attendees must be the same individuals for whom information was provided and must be approved by College staff. For security reasons, admittance of any vendor not previously approved is at the sole discretion of the College and vendors who did not seek prior approval may be denied access. Attendees must present photo identification. Attendance at the site visits is non-mandatory. The College will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the College will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance to the Calendar of Events, Last day for Written Inquiries and Notice of Intent to Propose. The written response will be provided to all prospective respondents as an addendum to the RFP and shall be considered the College's official answer or position as to the question or issue posed. Verbal answers and discussions shall not be binding upon the College.

XLII. Intent to Propose

In order to plan for a timely and efficient review process, Notice of Intent (NOI) to propose is requested by the date specified in Section 4 - Calendar of Events. The College understands that the submission of a NOI is non-mandatory, or a commitment to submit a proposal, nor is information contained therein considered binding on the submitter. Proposers are requested to submit a letter, email or fax to the Contact persons listed in Section 2 - Proposal and Contact Information. Please provide the following information:

- ✓ **Your company's name, contact person(s), physical mailing address, phone & fax numbers, and E-mail address with a note stating you plan to submit a proposal.**

Note: Although a proposal may be submitted without an NOI, proposers should be aware that any revisions/clarifications/supplemental instructions to this RFP will be issued in a written addendum(s) to the proposers who has returned NOIs.

XLIII. College Required Scope Changes

During the term of the Contract, the College may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The College may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The College shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any College-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

XLIV. Other Requested Changes

In addition to changes in State or Federal laws, rules and regulations, College policies, rules and regulations may change. Such changes may impact the College's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes. Either party shall have ninety (90) days from the

date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

XLV. Behavior

The contractor shall conduct its operations in an orderly manner so as not to annoy, disturb, or be offensive to patrons or other visitors in the facility where the contractor is providing services.

It is understood and agreed between the College and contractor that the intent of this agreement is that the contractor shall provide a service. In providing this service, the College requires that the contractor's employees, servants and agents conduct themselves in a manner that does not discredit the College.

The contractor shall immediately remove any of its agents, servants, and employees from the College's premises when requested to do so by the College's representative. Any and all such removals shall be in the name of the contractor and the responsibility, therefore, shall be assumed by the contractor.

XLVI. Manager

The manager assigned by the contractor may be interviewed and accepted by the College prior to assuming managerial responsibilities. The manager shall continue service only so long as the manager's work is acceptable to the College. If not acceptable, the manager shall be removed after a thirty (30) day written notice from the College.

The contractor shall give the College the right to remove any employee whom the College considers undesirable by his/her actions or deeds. The contractor shall at all times maintain an adequate staff of employees on duty for efficient operation, and shall be responsible for the proper training and instruction in the operation of the business.

XLVII. Discriminate

The contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin.

XLVIII. Laws, Ordinances, Rules, Regulations, Permits and Licenses

The contractor shall observe and obey all the laws, ordinances, rules, regulations and policies of the District Board of Trustees of Tallahassee Community College, Florida and the Federal and state governments, which may be applicable to the contractor's operation at Tallahassee Community College, and shall, at the sole cost of the contractor, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

XLIX. Signs

The contractor shall not erect, maintain, or display any signs or any advertising material without prior written approval of the College.

L. Availability of Records

The contractor shall maintain, during the term of the contract, cash collection records and normal information which would be customarily used in order to document accordance with accepted accounting practice and standards. The College representative or designee shall be permitted to examine and audit, during ordinary business hours, those portions of such

records and books of accounts pertaining or related to the gross receipts of the contractor from the Tallahassee Community College operation. The contractor shall not be required to maintain such records and books of accounts pertaining to transactions occurring during any annual period for more than three (3) years after the end of each annual period.

LI. Debts and Encumbrances

The College shall not be liable or be required to pay any debts, claims, and encumbrances of the proposer or proposer's company incurred prior to the effective date of the possession by the contractor, nor during the term of this agreement.

LII. Credits

The contractor further covenants and agrees it will not in any manner use the credit of the College in connection with its said business or affairs. The contractor further covenants and agrees it will purchase goods and sign contracts only in its own name and at its own cost and expense. The contractor further agrees that its purchases shall be against its own credit and that it will promptly make full payment therefore in accordance with the terms of the purchase.

LIII. Administrative Purposes

For administrative purposes throughout this document, the College is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the College will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

7. **Scope of Services Sought**

I. **Overview**

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, the College offers a variety of instructional methods to ensure student success.

In addition to providing service to the three-county area, the College is the institution of choice for many academically talented students in the state. The College's athletic teams, the Eagles, enjoy a high level of achievement in men's and women's basketball, baseball, and softball.

The College desires to cultivate a relationship which would extend beyond the initial contract period. The College also desires that the successful vendor provide the maximum service and product presentation at the lowest possible cost to the students, faculty and staff. In addition, the College desires an opportunity for the vendor to earn a reasonable return on investment based on the risk and efforts involved.

The College not only provides on-campus students childcare educational professional development for the childcare industry but also has an on-campus childcare center on its main campus. This center has provided pre-school care for children between the ages of two and five of enrolled students in the College at the Ryder Building, consistent with Section 110.11, FS. The College at this time is soliciting the submittal of proposals to manage the College's center as defined herein.

II. **Existing Conditions**

The College has contracted with Kids Incorporated to manage its campus child development/childcare center since 2003.

Listed below is the location of the center:

Kids Incorporated, Ryder Building
Eagles' Nest
Center Manager: Grace Keith
320 Appleyard Dr.
Tallahassee, FL 32304
(850) 414-2512
<http://www.kidsincorporated.org>

Listed below is the center's licensed capacity:

Location	# of Children (Licensed Cap.)	"Minimum"* Hours of Operation	Space Allocation	
			TCC Students	TCC Staff
Main Campus	45	7:00 a.m. - 6:00 p.m.	100%	On space available basis if not at capacity

The current provider has managed the center as a child development and day care program serving the children of students as their first priority and the staff on a space-available basis.

III. Current Rates

Current rates charged to children of TCC students and staff:

TCC Student Tuition Rates

Full Time Care

Up to 9 hours per day
 5 days per week.....\$105.00/week OR \$450.00/month
 3 days per week.....\$80.00/week OR \$346.00/month

Part Time Care

No more than 4 hours per day
 5 days per week.....\$80.00/week OR \$346.00/month

TCC Employee Tuition Rates

Full Time Care

Up to 9 hours per day
 5 days per week.....\$135.00/week OR \$575.00/month
 3 days per week.....\$109.00/week OR \$465.00/month

Part Time Care

No more than 4 hours per day
 5 days per week.....\$109.00/week OR \$475.00/month

Extended Care (both student and employee)

Exams/Emergencies/Approved Drop-In.....\$10.00/hour
 Single Day.....\$25.00/day

Extended care and Single Day care MUST be pre-approved by the center manager. Other care options may be available on an as-needed basis providing there is enough space in the classrooms. You will need to see the center manager for arrangements.

IV. Food Served

Food Served Currently: (Yes = provided by the contractor)

	Main
Morning Snack	Yes
Lunch	Yes
Afternoon Snack	Yes

V. Additional Information

The College will provide no direct subsidy of the center.

The College does provide to the childcare contractor, at no cost, on-campus marketing, all utilities, maintenance on building and permanent fixtures, custodial care, use of facilities on a no-rent basis, fire alarm and emergency notification as well as pest control services and waste removal.

The College was supportive of legislative bills to implement a Voluntary Pre-Kindergarten (VPK) program for 4 year olds and will require the awarded contractor to be qualified for the State's VPK program and to receive VPK vouchers for 4 year olds. The College will additionally require the awarded contractor to be accredited by one of the accreditation agencies recognized as a Gold Seal Accredited program. (as defined in F.S. 402.81 (1))

VI. Scope of Service

The College is soliciting the submittal of formal proposals from qualified childcare providers for the management of the College's on-campus childcare center in accordance with the specifications of this Child Development/Childcare Services RFP # 2009-05.

The College is soliciting proposals to identify the most qualified child development firm to provide on-campus child development services at the best overall total value for children (Ages 2 – 5) of students and staff and to build collaborative partnerships with both the College's credit and non-credit academic child care programs utilizing our facilities as lab schools as well as meet all VPK requirements to be certified to receive VPK vouchers for 4 year old children of students and staff. The chosen firm will need to meet the accreditation standards of the Gold Seal Accreditation that is currently in place. Services are to include daytime Pre-school care for children between the ages of two and five.

The proposal of the successful awarded contractor and this RFP will become the statement of work for which the contractor will be held contractually responsible. It is therefore necessary, to be considered responsive, that your proposal contain not only a detailed statement of the services to be provided, but also the applicant's administrative and organizational capability to provide the services, the methodology for the provision of services, the administrative reporting capabilities, and proposal budgets.

The Governor of the State of Florida, in December, 2004, implemented House Bill 0001A, entitled Voluntary Prekindergarten Education Program to become effective at the beginning of the 2005-2006 school year. The College is requiring the awarded contractor to meet all the requirements to implement the VPK Program and HB 0001A so as to provide VPK instruction to 4 year olds.

The College is soliciting collaboration between the childcare provider and the College's Early Childhood Program. This major partnership will place the College's students in a structured format and give them the opportunity to apply the information they have learned in an on-campus laboratory setting. It is anticipated that the students, children, and childcare provider's staff will benefit from this interaction. It is the College's desire to establish a very progressive and highly regarded educational childcare center on campus and to collaborate with the childcare contractor to provide quality service.

A model child development program is required. To be responsive, include in your proposal an overview of the model child development program you are proposing that will meet the requirements of the VPK Program as well as provide quality care for the children.

VII. Voluntary Pre-Kindergarten (VPK)

The College intends to support the State's Voluntary Pre-Kindergarten Program to maximize the receipt of VPK vouchers for 4 year old children at the College's Childcare Center. It is required that the awarded contractor be qualified by VPK to continue participating in the VPK Program this fall 2009 term. To be responsive, proposers shall "include with your proposal" a definitive overview and statement of your company's current ability to comply with all the VPK minimum qualification requirements, as well as your commitment and plan to achieve and maintain Gold Seal Accreditation, Department of Children and Families credentialing and formal educational requirements.

Contractor shall achieve and maintain Gold Seal Accreditation.

The awarded contractor will be expected to provide for the children, continued VPK requirements and Gold Seal Accreditation for the center. Specific activities and curriculum will be provided that are developmentally appropriate to each age group.

VIII. Contractor's Responsibilities

- a) Contractor shall work closely with the College childcare instructional department to allow these programs to utilize the centers for the College students/faculty to apply instruction in a laboratory setting (i.e. lab school). The provider will work/coordinate with these departments to demonstrate what the College's Early Childhood Program are teaching in the classroom.
- b) The awarded contractor will supplement the College's custodial staff who provide after-hour floor care and trash disposal, by assuring the child development center staff immediately clean up any spills of food, beverages and any other mishaps that occur during the day to assure the centers are safe at all times.
 - (1) The awarded contractor and TCC's personnel will take a joint physical inventory of all equipment and materials at the commencement of this contract to clearly define equipment and materials owned by the College and the Contractor. An annual physical inventory shall be conducted after commencement of contract.
 - (2) The contractor will be responsible and accountable for the protection and cleaning of all equipment and materials. If College equipment is in need of repair, the Contractor will be responsible for promptly notifying defined College personnel to affect the necessary repairs and ensure the environment remains safe.
- c) It is preferred that the contractor employ "assistant" staff with, as a minimum, a CDA/FCCPC Credential and pay such staff a minimum of \$8.00 per hour to minimize staff turnover. The cost of all training is to be borne by the Contractor.
- d) The contractor will employ at each center, a director and teachers who meet VPK requirements and hold credentials required by VPK and DCF. The College prefers they have an Associate of Science degree in childcare.
- e) It is the College's intent to provide each childcare center access to the Internet at no cost to the contractor and require the contractor to include age appropriate training of the children in its use.

- f) The contractor shall be responsible for the management of the childcare center. The College and the Contractor should be aware of age appropriate opportunities to “bring the campus to the childcare center” (i.e., help identify opportunities to involve the children in campus age appropriated activities).
- g) The awarded contractor will publish each week’s lesson plans on College-provided bulletin boards that are accessible to parents.
- h) It will be required that the director provide on-going professional development/training of all teacher(s) and assistant(s) whether full time or part time as required by state law.
- i) It is the College’s desire and intent to require the Contractor to survey parents at each center, each semester, returning a summary of the surveys to The College to strive for continuous quality service improvement. The survey will be approved by the Early Childhood Department before it is given to parents.
- j) It is the College’s intent to comply with regular inspection by the health department, fire department, licensing and accreditation organizations’ inspectors and College faculty, staff and administration to achieve and maintain the highest quality standards.
- k) It is preferred that the proposer has operated in the past, an accredited program [accredited is defined as Gold Seal (F.S. 402.281 (1)) specified accreditations]. If you have operated such a center, please include evidence and dates for the committee’s review.
- l) CDA-credentialed staff shall be required to meet both VPK and accreditation requirements and perform self-evaluation and monitoring consistent with their defined standards.
- m) DCF staff/child ratios shall be required and maintained.
- n) Childcare proposers, to be responsive, shall have at least three (3) years’ experience in the area of providing childcare management. Additionally, the Director of the Center MUST have a CDA/FCCPC and a Director’s Credential. Preference will be given to proposers whose director has a bachelor’s degree (either AS or BS) in Early Childcare Education.
- o) The awarded contractor shall be required to provide a weekly report/spreadsheet to the College on the center’s total enrollment, full-time equivalent (FTE) enrollment of children of students, and the children of College staff. The format of this report will be provided by the College and must be submitted electronically each week. The awarded contractor shall assure children of TCC students are given first priority for enrollment at the center.
- p) The awarded contractor will be expected to maintain a waiting list when enrollment exceeds licensed capacity and to provide referral services to other centers in that area. The College would ask the awarded contractor to assist students when the center’s enrollment is full, by providing a referral to a childcare resource and referral agency. The current capacity for the College’s childcare center is 45 children, 2-5 years of age.

(Note: Staff from the College’s Early Childhood Program may, from time to time, visit the center with their students for observations).

- q) Teacher's performance shall be monitored and evaluated no less than bi-annually to maintain overall quality standards.
- r) All teaching staff shall be required to have training in early childhood education each year and to document evidence that they have received a minimum of the State required ten (10) hours and preferably meet the 45 hour standards of subsidized centers.
- s) The College, as an institution of higher education, encourages Parent Involvement Projects (PIP) or some sort of parent participation with training being offered with appropriate child development practices taught. Include written samples of your demonstrated experience in this regard.
- t) The awarded contractor shall be required to provide both school readiness and reading development to meet or exceed VPK minimum requirements. Proposals should include evidence of previous curriculum implementation.
- u) The awarded contractor shall be required to send authorized representatives to scheduled meetings called by the College from time to time.
- v) The Awarded contractor shall provide:
 - 1) All labor and supervision.
 - 2) All consumable supplies (i.e., paper, crayons).
 - 3) All educational materials (i.e., reading books, etc.).
 - 4) Collection of all fees directly from parents.
 - 5) Utilize only qualified employees who have a level II background check and screening. Use of volunteers is allowed if screening and background checks are satisfactorily completed for each volunteer, in accordance with Section 402.305(3)(c) F.S. "Foster Grandparents" must be trained in accordance with 65C-22.003(2), Code of Federal Regulations.
 - 6) Staff parked only in designated parking spots.
 - 7) Food for the children as indicated earlier in the RFP.
 - 8) Report any problems with children or parents promptly to The Vice President for Student Affairs
 - 9) VPK services, including but not limited to accepting/processing State of Florida VPK vouchers, etc.
- x) The awarded contractor shall provide each parent a "parent contract "and handbook to document all rates, understandings and conditions, etc., and require the parent's signature on this contract.
- y) The child care center will be open according to the TCC's college calendar from 7:00 a.m. to 6:00 p.m., Monday through Friday.
- z) It is preferred the awarded contractor has had prior experience in obtaining subsidies on behalf of parents, (i.e., State Food Program and all others) for both the cost of childcare and snacks/lunches.

IX. College's Responsibilities

The College will provide center the following at no cost to the contractor:

- a) Exclusive use of the center's facilities

- b) Utilities, (Power, water, sewer)
 - c) HVAC, air conditioning/heat
 - d) Fixed equipment and repair thereof. Repairs are to be scheduled through each campus plant maintenance department by use of College work orders.
 - e) Daily custodial care including floor care
 - f) Pest control services
 - g) Garbage and waste removal
 - h) Use of TCC's emergency alert notification system and monthly inspection services to include fire and smoke detection systems
 - i) Playground equipment
- The contractor can request the College to consider purchase of specific moveable equipment and the College will strive to consider funding the request based on available funds. Any purchases made by the College shall remain College property at all times and upon termination of the contract.

X. Statement of Purpose

This Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified vendors with at least three (3) years experience within the last five (5) years specializing in the area of providing childcare management. During all times material to this experience requirement, the responding entity shall have been an appropriately licensed, permitted, or registered in childcare service.

The College is interested in contracting with one contractor for the provision of Child Development/Childcare Services provider in accordance with all requirements of the RFP.

XI. Service Start Date

The Contractor(s) must have the capability to provide Child Development/Childcare Services, by the Calendar of Events, Anticipated Commencement of Contract. The College reserves the right to change the dates for the commencement of service delivery and the Contract start date.

a) Term of Contract

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract for an additional one (1) year term, predicated on satisfactory performance and evaluation of the vendor during the initial term.

b) Requirements and Specifications

i. Permits, Licenses, and Insurance Documentation

The Contractor shall have and at all times material to the resultant contract, maintain current copies of all required Child Development/Childcare Services related state and federal licenses, permits, and registrations.

Prior to commencement of contract, the successful vendor shall provide the following:

The Board of Trustees, Tallahassee Community College, Florida shall be named as additional insured on all policies.

ii. Schedule of Insurance

Each party shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors related to this agreement maintain similar employer's liability coverage.

Each party shall maintain general liability insurance. Limits shall be a minimum of: (i) \$100,000 per occurrence for bodily injury or property damage; (ii) \$100,000 per occurrence for products or completed operations; and (iii) \$200,000 annual aggregate for products or completed operations' claims as set forth in Section 768.28, Florida Statutes. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insured [clarification]. Each party shall also require that all of its subcontractors related to this Agreement maintain similar general liability insurance.

As to any insurance required by this agreement, a certified copy of each of the policies or a certificate evidencing the existence thereof, or binders, shall be delivered to the College within thirty (30) days after the award of this contract. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each copy of certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving thirty (30) days written advance notice thereof to the College's representative. A renewal policy or certificate shall be delivered to the College at least thirty (30) days prior to the expiration date of each expiring policy. If at any time the policies become unsatisfactory to the college, the contractor shall promptly obtain a new and satisfactory policy in replacement. If determined necessary by the College representative, the contractor shall deliver to the college representative, upon demand, the original of any policy required herein for review and upon completion of said review, said policy shall be returned to the contractor.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

8. Instructions for Preparing Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained in the Proposal Submission Requirements (with particular emphasis on the **Mandatory Responsiveness Requirements**).

Proposals are due at the time and date specified in the Calendar of Events, Proposals Due/Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria) and shall be submitted to Tallahassee Community College, Purchasing Department, 444 Appleyard Drive, Tallahassee, FL 32304. Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of the College and will not be returned to the proposers.

I. Proposal Format

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Proposals should be limited to a page size of **eight and one-half by eleven inches (8.5" x 11")**. Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All proposals must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Transmittal Letter with Executive Summary"), such that the evaluation Committee can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the College to evaluate the proposal.

II. Mandatory Responsiveness Requirements (Fatal Criteria)

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet responsiveness requirements will not be further

reviewed. Note: All rejected proposals will not be returned but retained at the Purchasing Department.

Note: It is Mandatory the Proposers shall submit one (1) original hardcopy, six (6) additional copies and one (1) Compact Disc (CD) in PDF format of the complete proposal, with all supporting documentation in a sealed envelope/container marked with the Proposer's name, return address, RFP number, title. due date and time.

III. Proposal Submission Requirements - Mandatory

a. Tab 1 – Transmittal Letter with Executive Summary

The Proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the proposer's method of delivering the required services in compliance with the minimum requirements and Scope of Service outlined in the RFP. The synopsis shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 1** of the Proposal.

The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- i. Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- ii. Information indicating whether the Proposer intends to utilize subcontractors and if so, the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized (for other than direct service delivery) shall be submitted with the proposal document. Use of subcontractors must be in accordance with this Proposal.
- iii. Information on the proposed project team identifying each team member, skills, background, technical achievements and experiences.

The proposer shall also provide the following:

- iv. A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the Contract terms to be included in the College's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- v. Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.

- vi. The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- vii. A statement disclosing the name of any officer, director, employee or other agent who is an employee of TCC or a member of TCC's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.
- viii. A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- ix. The Proposer's e-mail address or a statement certifying that an e-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.
- x. The proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed (civil, criminal and/or regulatory), investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past ten (10) years.
- xi. Proposer shall also indicate whether Contractor or Contractor's personnel have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning such findings or other charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall provide copies of all records in this regard and shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.
- xii. Proposers shall provide a detailed VPK transition plan that, at a minimum, includes the following:

Schedule: VPK will be offered beginning August of 2009 with all staff qualified to teach the program in place.

Gold Seal Accreditation – Gold Seal Accreditation will continue as of August, 2009. Any renewal requirements will be met.

The College does not have a preference for any specific accreditation. F. S. 402.281, but prefers accreditation that meets both VPK requirements as well as Gold Seal Accreditation Requirements, in hoping that the cost to parents will be minimized.
- xiii. Proposers shall submit with your proposal copies of your personnel hiring and professional development policies/procedures meeting state, federal, as well as local requirements.

b. Tab 2 – Proposer's Business/Corporate Background - Mandatory

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and past education and experience addressing the following requirements and insert in under Tab 2 of this Proposal.

- i. Business/Corporate Background
The background of the Proposer and each subcontractor (if subcontracting is indicated), which, at a minimum, shall include:
 - a) Date established;
 - b) Ownership (public company, partnership, subsidiary, etc.);
 - c) Primary type of business and number of years conducting primary business;
 - d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and
 - e) National accreditations, memberships in professional associations or other similar credentials.
 - f) Proof of higher education experience.
- ii. Narrative of Past Experience
As indicated in the Business/Corporate Experience, the Proposer have at least three (3) years of Child Development/Childcare Services experience within the last five (5) years. Details of the Proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the College is able to judge its complexity and relevance.
- iii. A list of all current contracts. If voluminous, at least 10-15 contracts related to the scope of service shall be listed. The list shall include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract.
- iv. A list of contracts the proposer has provided services under that were terminated or cancelled prior to original expiration date by any party or for which proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
- v. Summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state, or other regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposer's entity including work as a partner, joint venture or subcontractor (proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- vi. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).

Note: The College reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

c. Tab 3 – Attachment B – Questionnaire

The proposer shall complete and return Attachment B – Questionnaire of this RFP and insert it under Tab 3 of the Proposal.

d. Tab 4 – Attachment C - Drug-Free Work Place Form - Mandatory

The proposer shall complete and return Attachment C – Drug-Free Work Place Form of this RFP and insert it under Tab 4 of the Proposal.

e. Tab 5 – Attachment D - Minority & Women Owned Business Declaration Form - Mandatory

The proposer shall complete and return Attachment D – Minority & Women Owned Business Declaration Form of this RFP and insert it under Tab 5 of the Proposal.

f. Tab 6 - Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form - Mandatory

The proposer shall complete and return Attachment E – W-9, Request for Taxpayer Identification Number and Certification Form of this RFP and insert it under Tab 6 of the Proposal.

g. Tab 7 - Other Required Forms – Attachments F & G - Mandatory

Attachment F –TCC’s Vendor Application Form

The proposer shall complete and return Attachment F – TCC’s Vendor Application Form of this RFP and insert it under Tab 7 of the Proposal.

Attachment G - Vendor Signature Sheet

The proposer shall complete and return Attachment G – Vendor Signature Sheet of this RFP and insert it under Tab 7 of the Proposal.

h. Tab 8 - Proposer’s Financial Statement - Mandatory

The purpose of this subsection is to provide the College with a basis for determining the proposer’s financial strength, competence and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as “the Contractor” and insert it under Tab 8.

- i. The most recently issued audited financial statement (or if unaudited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant). All statements shall include the following for the most recently audited (immediate past) year:
 - ii. auditors' reports;
 - iii. balance sheet;
 - iv. statement of income;
 - v. statement of retained earnings;
 - vi. statement of cash flows;
 - vii. notes to financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

NOTE: The College acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The College also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the College in determining whether the proposer has the financial capability of performing the Contract to be issued pursuant to this RFP. The proposer **MUST** provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the proposer itself.

All documentation provided will be reviewed by the college and should, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability. The proposer shall include the Financial Statement and insert it under Tab 8 of the Proposal.

i. Tab 9 – Staffing and Personnel - Mandatory

Staffing and Personnel:

The Proposal shall include a consolidated personnel/staffing plan that includes, but is not limited to:

- ✓ Brief job profiles and descriptions for staff members who will serve this account.
- ✓ Resumes for proposed site management team for this account. Also include resumes for the District or Area Manager and any other local

area/regional managers with responsibility or support functions with this account.

The proposer shall include the Staffing and Personnel and insert it under Tab 9 of the Proposal.

j. Tab 10 – Attachment A - Price Proposal Sheet - Mandatory

It is **mandatory** that the proposer complete and return **Attachment A – Price Proposal Sheet** of this RFP and insert it under Tab 10 of the Proposal.

Price Proposals should be submitted with the most favorable terms the Proposer can offer. The College may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer. Each Proposer shall submit the completed Price Proposal – Attachment A. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive. All Price Proposals shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices bid. All price table calculations will be verified for accuracy by the Purchasing Department staff assigned by the College.

It is **mandatory** that the proposer complete and return **Attachment A – Price Proposal** of this RFP and insert it under Tab 10 of the Proposal.

k. Tab 11 – Attachment H - Addendum Acknowledge Form - Mandatory

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this RFP and insert it under Tab 11 of the Proposal.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received a RFP package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: <http://www.tcc.fl.edu/purchasing> or on the Florida Vendor Bid System at www.myflorida.com under the posted response number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

9. Evaluation of Proposals

Proposal tabulations will be posted for review by interested parties on the bulletin board at Tallahassee Community College, Purchasing Office, Administration Building, Room 113, Tallahassee, Florida 32304. The tabulation will remain posted for a period of seventy-two (72) hours.

I. Evaluation Method

An Evaluation Team, identified by the Vice President of Administrative Services and Chief Financial Officer, will evaluate the responses to this Request for Proposal. The Evaluation Team will make a recommendation for award of the contract based on which proposal, in the opinion of the team, will meet the best interests of the College. The recommendation for an award will then be forwarded to the District Board of Trustees of Tallahassee Community College for approval.

II. Proposal Criteria

a. Evaluation Criteria / References

The total amount of points recorded shall be utilized in the evaluation of the written proposals presentations. The Evaluation team may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.

b. Identical or Tie Scores

In the event two (2) or more Proposers are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- 1) Drug Free Work Place,
- 2) Proposer's place of business is within Gadsden, Leon, and Wakulla Counties
- 3) Proposer's place of business is within the State of Florida,
- 4) Flip coin.

c. Evaluation Criteria for Written Proposals

The following shows the maximum number of points that may be awarded for each part of the submitted Proposal:

1.	RFP Proposal received by the required time	00 Points
2.	Transmittal Letter with Executive Summary - (Tab 1)	75 Points
3.	Proposer's Business/Corporate Background – (Tab 2)	75 Points
4.	Questionnaire – (Tab 3 – Attachment B)	75 Points
5.	Drug Free Work Place (Tab 4 – Attachment C)	10 Points
6.	Minority & Women Owned Business - (Tab 5 – Attachment D)	10 Points
7.	Request for Taxpayer ID Number/ W9 – (Tab 6 – Attachment E)	10 Points
8.	Other Required Forms (Tab 7 – Attachments F & G)	10 Points
9.	Financial Statement (Tab 8)	75 Points
10.	Staffing and Personnel (Tab 9)	75 Points
11.	Price Proposal (Tab 10 – Attachment A)	75 Points
12.	Addendum Acknowledge Form(s) – (Tab 11 – Attachment H)	10 Points

Total Possible Points

500 Points

10. **Attachments**

Some of the following attachments contain information for your viewing while some **shall** be completed and returned with your proposal to fulfill the requirements of this RFP. If additional space is needed in order to accurately complete these forms, duplicates of the forms may be made.

Attachment A – Price Proposal

Attachment B – Questionnaire

Attachment C – Drug-Free Work Place Form

Attachment D – Minority & Woman Owned Business Declaration Form

Attachment E – W-9, Request for Taxpayer Identification Number and Certification

Attachment F – TCC’s Vendor Application Form

Attachment G – Vendor Signature Sheet

Attachment H – Addendum Acknowledgement Form (Information Only)

Attachment I – Statement of No Proposal Submitted (If applicable)

Attachment J – TCC’s Campus Map (Information Only)

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
--

I. Attachment A - Price Proposal Sheet - Tab 10

Price Proposals - Proposed Current Rates			
Full Time Care Up to 9 hours per day			
5 days per week	\$	Per Week	\$ Per Month
3 days per week	\$	Per Week	\$ Per Month
Part Time Care No more than 4 hours per day			
5 days per week	\$	Per Week	\$ Per Month
Extended Care			
Exams/Emergencies/Approved Drop-In	\$	Per Hour	
Single Day	\$	Per Day	
TCC Employee Tuition Rates Full Time Care Up to 9 hours per day			
5 days per week	\$	Per Week	\$ Per Month
3 days per week	\$	Per Week	\$ Per Month
Part Time Care No more than 4 hours per day			
5 days per week	\$	Per Week	\$ Per Month
Extended Care (both student and employee)			
Exams/Emergencies/Approved Drop-In	\$	Per Hour	
Single Day	\$	Per Day	
Please note below the annual budget dollars you have included for the center for:			
Consumable Supplies	\$		
Educational Materials	\$		
Movable equipment	\$		
Training for employees	\$		

Name of Proposer _____ Date _____

Signature _____

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

II. Attachment B - Questionnaire - Tab 3

1. Year proposer began providing child development care as specified herein? _____

List below the name of the company that will be providing:

2. On site management? _____

3. Services on site? _____

4. Food Service? _____

5. How would your company propose to facilitate the College transition into a contract with your company, if awarded?

6. How many childcare full time employees does your company have in Northwest Florida?

In Florida? _____

In the USA? _____

7. At what locations do you currently manage similar services?

8. Does your proposal fully comply with this RFP requirements including meeting all State of Florida VPK and Gold Seal (F.S. 402.281 (1) requirements?

Yes _____

No _____ (If no, please describe):

Attachment B - Questionnaire - Tab 3 Continued

9. Does your proposal “exceed” the requirements of this RFP? Yes____ No____
(If yes, please describe):

10. If awarded, how quickly could you begin to provide services on campus?

11. Number _____ of weeks after receipt of notice to proceed and contract being signed?

12. Is your firm owned and controlled by > 51 percent woman or minority? Yes____ No____

13. Does your firm have an in-place affirmative action/equal employment program? Yes____ No____

14. What percent of employees in your firm is either minority or women? _____

15. Total Number of employees _____

16. Number of Minority employees Male: _____

17. Number of Women employees _____

18. Grand Total # minorities and women: Number _____ % _____

19. Description of Organizational Capability

20. How many part-time employees does your business currently employ? _____

21. How many full-time employees does your business currently employ? _____

Attachment B - Questionnaire - Tab 3 Continued

22. Please list below the names of Florida childcare centers and locations as well as State of Florida Department of Children and Families licensed capacities you currently manage:

Location Name	City	Client Owned Site Y = Yes N = No	Licensed Capacity # of Children Ages 1-5	Been Managed Since When?

23. How many of your teachers are CDA/FCCPC certified at this time?

Full-Time Quantity: _____ / _____% Part-Time Quantity: _____ / _____%

24. How many of your teachers/directors have an AS degree in early childcare education at this time?

Number of Teachers: _____ / _____% Number of Directors: _____ / _____%

25. How many of the centers you manage are currently accredited by one of the VPK/Gold Seal authorized accreditations?

Quantity: Number: _____ / _____% Accreditation Name: _____

26. Please list names of centers currently or previously accredited by one of the VPK/Gold Seal authorized accreditations:

Center	Location	Year of Accreditation	Accreditation Name

27. How many years has your childcare business been providing childcare in Florida?

_____ years

28. Provide below the names of childcare centers you have managed for a client, preferably where the client owned the facility, their licensed capacity; and for how long you have held that contract:

Client	Licensed Capacity	Number of Years Held Contract

29. Does your childcare business have the financial strength to manage the College's Childcare Center and continue the VPK program and Gold Seal Accreditation?

Yes _____ No _____ If yes, please describe:

30. Is your proposal for rates notated below firm for the initial term of this contract?

Yes _____ No _____

31. College prefers to maintain the existing lunch program. Comply? Yes _____ No _____

32. Do your proposed rates include the cost of snacks (a.m. /p.m.) and lunch on-campus?

Yes _____ No _____ Please adequately describe snacks and lunches proposed.

Attachment B - Questionnaire - Tab 3 Continued

33. Submit below your rates, fixed for the initial term, for childcare for children age 2 - 5 on campus at TCC to provide childcare services as defined in this RFP where all cost is borne by the parents:

	2 Year Olds	<u>4 Yr Olds</u> 540 Hour School Yr. Program *	<u>4 Yr Olds</u> 300 Hour Summer Program *	3, 4** & 5 Year Olds
Annual Registration Fee	\$ _____	\$ _____	\$ _____	\$ _____
Other Fees – If any- Please describe	\$ _____	\$ _____	\$ _____	\$ _____
Full time rates for > 20 hours/week	\$ _____/wk	\$ _____/wk	\$ _____/wk	\$ _____/wk
Part time rates for < 21 hours/week Scheduled	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr
Part-time rates for < 21 hours/week Unscheduled	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr	\$ _____/wk OR \$ _____/hr
Other rates (if any)	\$ _____	\$ _____	\$ _____	\$ _____

* Indicate here any cost not covered by the VPK voucher.

** Indicate here rates for that portion of time the four year old is not receiving VPK covered services and for the four year old not participating in the VPK program.

34. Define below, does your proposal commit to meeting all of the requirements of this request for proposal as contained herein?

Yes _____ No _____ (If no, please define what is not included)

Attachment B - Questionnaire - Tab 3 Continued

35. Please describe below your experience and commitment to file for students for childcare subsidies:

36. Is your company a for-profit business? Yes _____ No _____

37. Is your company a not-for-profit business? Yes _____ No _____

If yes, please attach a copy of your not-for-profit State of Florida Certificate and insert it under Tab 3 of the Proposal.

38. If awarded a contract initially, you would use the Department of Children and Families established ratios for each age level.

_____	2 year olds
_____	3 year olds
_____	4/5 year olds

39. Describe the environmental structure of your facility and program including health and safety standards, classroom environment, the daily schedule and interactions between adults and children, with specific attention to the way in which positive relationships assist in the children's development of personal responsibility, capacity for self-regulation, and for constructive interactions with others.

Attachment B - Questionnaire - Tab 3 Continued

40. Describe your proposed staff credentials.

What are the highest level of credentialing/ education of your proposed director for each campus? What are the highest level of credentialing/education of your proposed lead teachers for each campus? What are the highest level of credentialing/education of your proposed associate teachers at each campus? If you have other staff working with children, what are their credentials?

Highest level Credentials/ Education of Proposed Staff:	Main Campus
Credentials/Ed. of Proposed Director	
Credentials/ Ed. of Proposed Lead Teachers	
Credentials /Ed. of Proposed Associate Teachers	
Credentials / Ed. of Proposed other staff – Position Title(s)	

41. Describe your pay scale for teaching staff proposed to work at the College centers as it relates to the employee's education, training and experience in child care/education?

42. Do you provide a written philosophy, written program goals and written job descriptions to all staff? Yes _____ No _____

If yes, please attach a copy and insert it under Tab 3 of the Proposal.

43. Do you provide a personnel manual to all staff that includes all of the following:

Emergency procedures Yes _____ No _____
 Health/safety procedures Yes _____ No _____
 Guidance and classroom management techniques Yes _____ No _____
 Child abuse/neglect reporting procedures Yes _____ No _____
 How to plan daily activities of the program Yes _____ No _____
 Expectation for ethical conduct Yes _____ No _____
 Policies on holidays Yes _____ No _____
 Policies on paid/non-paid leave Yes _____ No _____
 Guidelines for merit pay Yes _____ No _____
 Resignation/termination policy and procedure Yes _____ No _____

If yes, please attach a copy and insert it under Tab 3 of the Proposal.

Attachment B - Questionnaire - Tab 3 Continued

44. Describe your professional development program for proposed employees who would work at the College center as it relates to DCF requirements, in-service training and CDA renewal?

45. Describe your screening and assessment program of children in vision, hearing, nutrition, and social/emotional, physical, language and cognitive development?

46. Please clarify how families are involved in the screening process and how your referral system operates.

47. What curriculums do you use today and propose to use at the College?

48. In what ways does the curriculum account for developmental appropriate activities and promote self-esteem and self-reliance?

49. If you use more than one curriculum please describe all that you use.

Attachment B - Questionnaire - Tab 3 Continued

50. Do you use a State approved curriculum for pre-kindergarten with 4 to 5 year olds? Yes ____
No ____

51. Describe your parent involvement strategy. Include information about parent advisory committees, parent/child take-home activities, linkages with other activities in the community for parents and children, and inclusion of parents whose primary language is other than English.

52. Which curriculum do you propose to use at the College for ages 2-5? Which curriculum would you use for the VPK program? (Please also define your past years of experience using those curriculums.) Provide assessment data from the VPK program.

53. Specifically what modifications/changes do you propose for the center facility?

Campus	Facilities		Equipment	
	Type of VPK Changes Required	Estimated Cost*	Type of VPK Equipment Required	Estimated Cost*
Main				

*Define below which you propose would be at the College's cost and which at your cost.

Grand Total College-wide		
	College Cost	Contractor Cost
Proposed Facility/ leasehold improvements required for VPK on all campuses	\$ _____	\$ _____
Proposed Equipment cost for VPK for all campuses	\$ _____	\$ _____

Name of Proposer _____

*This form **must** be completed, signed and insert it under Tab 3 of the Proposal*

III. Attachment C - Drug-Free Work Place Form

Drug-Free Work Place: Yes _____ N/A _____

If **Yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish 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.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

IV. Attachment D - Minority and Woman Owned Business Declaration

Minority/Woman Owned Business: Yes _____ N/A _____

If **Yes** please complete the form.

Minority and Woman Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- () African American
- () Hispanic American
- () Native Americans
- () Asian American
- () American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statutes 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin,

which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

V. Attachment E – W9, Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: - An individual who is a U.S. citizen or U.S. resident alien, - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, - An estate (other than a foreign estate), or - A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: - The U.S. owner of a disregarded entity and not the entity,		

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

This form must be completed, signed and returned with your proposal to fulfill the requirements of this RFP.

VI. Attachment F – TCC's Vendor Application Form

Vendor Application Form

Tallahassee Community
College*Vendor
Application*

Company Name _____

FEIN/SSN: _____

(If SSN, please provide copy of Business License)

Contact Information:

() Initial Application () Application Revision

Name ↑ _____

Title ↑ _____

() _____ - _____

Phone Number ↑ _____

() _____ - _____

Fax Number ↑ _____

Email ↑ _____

Organized as: (check one)

() Individual () Partnership

() Corporation () Non-Profit

() Sole Proprietorship

*1099 required? () Yes () No

Type of Business:

() Professional Services () Manufacturer

() Regular Dealer (type 1) () Construction

() Regular Dealer (type 2) () Printing Firm

** Number of employees: _____

State of Florida Commodity Code if known:

_____ - _____

Mailing Address:

Attention _____

Suite/PO Box _____

Street _____

City _____

State/ZIP _____

Note: If your company has more than one mailing address,
please indicate on a separate sheet.*Remittance Address:*

(If different from mailing address)

Attention _____

Suite/PO Box _____

Street _____

City _____

State/ZIP _____

Note: If your company has more than one remittance address,
please indicate on a separate sheet.*Vendor Status:*

Is company certified as a "Minority Business

Enterprise"? () Yes () No

If 'Yes', attach copy of current MBE/WBE certification.

If 'Yes', which check applicable category.

() Black American () Native American

() Hispanic American () Asian American

() American Woman () Other _____

Company Officers, Owners or Partners

Name _____

Title _____

Name _____

Title _____

Name _____

Title _____

Vendor Requirements:

- ☐ All vendors providing goods and/or services to TCC must complete this Vendor Application prior to issuance of a college purchase order.
- ☐ Unless directed otherwise by purchasing department personnel, all items must be shipped to the following address:

Tallahassee Community College
Receiving Department
444 Appleyard Drive
Tallahassee, Florida 32304-2895

- ☐ Goods or services shall not be provided to college without an approved college purchase order.

- ☒ Please describe your primary business activity or general description of commodities sold if you wish to be added to TCC's vendor bid list:
- _____
- _____
- _____

Certification:

I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the state of Florida, my company is in compliance with Florida Statutes, ch # 112.313 (Conflicts of Interest) and that I have disclosed the name of any officer, director or partner who owns, directly or indirectly, an interest of five percent or more in the above company or any of its branches.

Authorized Signature _____

Date _____

Printed Name & Title of Authorized Person _____

Please complete and sign this Application. You can fax this application and a W-9 form to 850-201-8506, Attn: Purchasing Dept. or email to: rileyc@tcc.fl.edu

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

VII. Attachment G – Vendor Signature Sheet

Vendor Signature Sheet

I, the undersigned, having the authority to bind my company for this proposal, hereby certify that I understand and accept the conditions as set forth in this request for proposal.

Further, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

PROPOSER'S LEGAL NAME_____

FEDERAL ID NUMBER_____

CITY, STATE AND ZIP CODE_____

TELEPHONE #(____)_____ FAX #(____)_____

BY SIGNATURE (Manual)_____

BY SIGNATURE (Typed)_____

TITLE:_____DATE_____

Section XXXI: Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

Section XXXII: Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals.

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

VIII. Attachment H – Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM

RFP # 2009-05

ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE

444 Appleyard Drive

Tallahassee, Florida 32304-2895

850.201.8520

www.tcc.fl.edu

Sample

Bid No: RFP # 2009-05

Bid Title: Child Development/Childcare Services

Opening Date: March 19, 2009 @ 10:00 a.m.

ADDENDUM NO: One (1) Date: XXXXXXXX, 00, 2009

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____

AUTHORIZED SIGNATURE

IX. Attachment I – Statement of No Proposal Submittal

Statement of No Proposal Submittal

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

Tallahassee Community College
Purchasing Department
444 Appleyard Drive
Tallahassee, Florida 32304-2895

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- () Scope of Services of Terms and Conditions are too “restrictive.” (*Please explain below*)
() Unable to meet requirements
() RFP was unclear (please explain below)
() Insufficient time to respond
() We do not offer this type of service or equivalent
() Unable to meet bond or insurance requirements
() Other (*please explain below*)

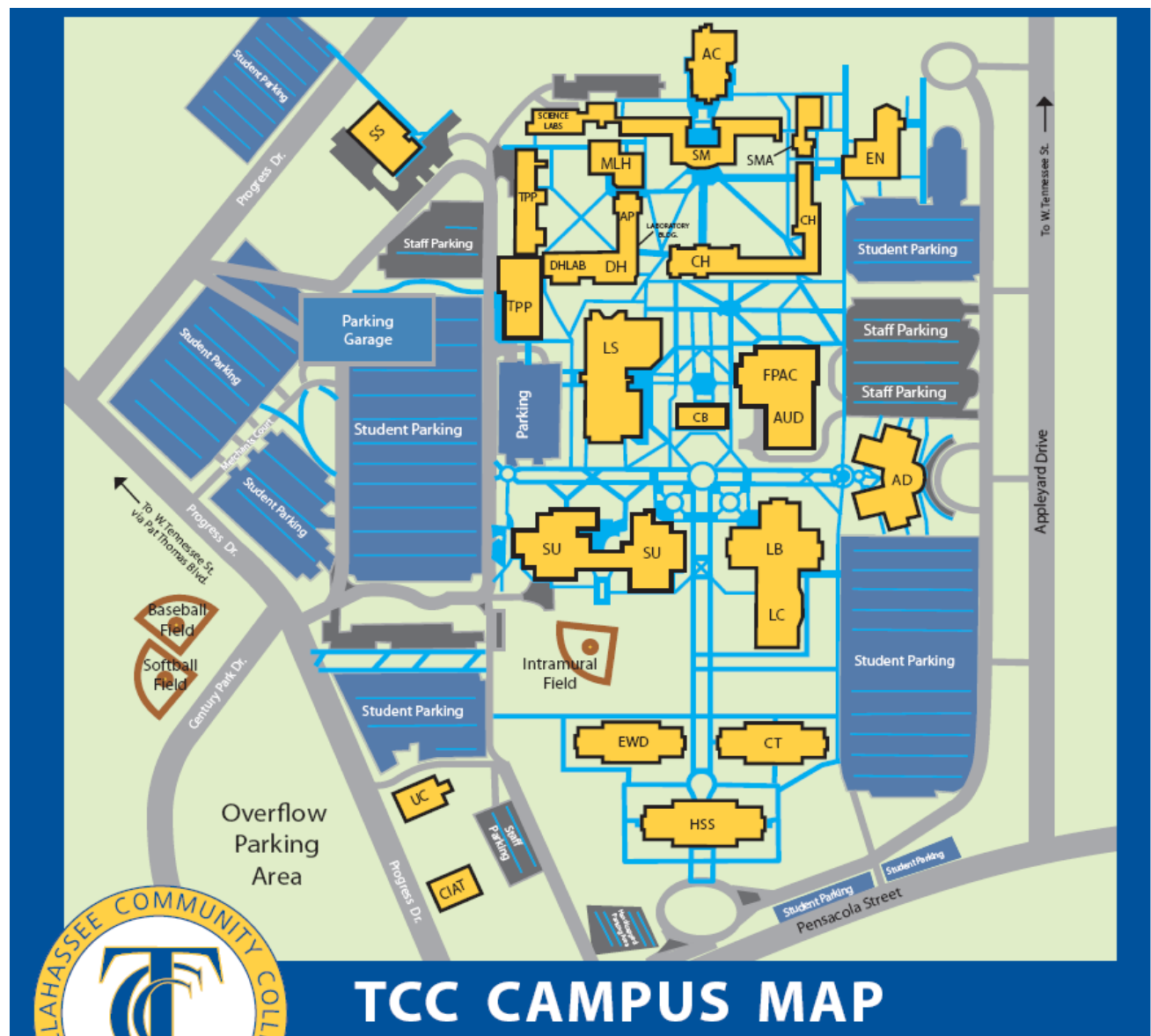
Remarks: _____

- () Remove us from your “Proposer List”

_____ Company Name	_____ Telephone
_____ Signature	_____ Fax
_____ Title	_____ Typed or Printed Name
_____ Address, City, State & Zip Code	
_____ E-Mail Address and Website	

If applicable, this form must be completed, signed and returned.

X. Attachment J – Campus Map



TCC CAMPUS MAP

AC	Academic Computing Center
AD	Administration Building Business Office Human Resources Information Center (lower Lobby) TCC Foundation
AP	Academic Support
AUD	Turner Auditorium
CB	Center Building Campus Police
CH	Communications & Humanities
CT	Computer Technology

CIAT	Construction/Industrial Applied Technology
DH	Dental Hygiene DHLAB-Dental Hygiene Lab
EN	English Building
EWD	Economic & Workforce Development
FPAC	Fine & Performing Arts Center Testing Center Center for Teaching Excellence
HSS	History and Social Sciences
LB	Library
LC	Learning Center
LS	Lifetime Sports/Fitness Center
MLH	Moore Science Lecture Hall
SM	Science Math Building
SMA	Science/Math Annex CROP

SU	Student Union Bookstore Campus Life Office Career Center Disability Support Services Enrollment Services Financial Aid/Cashier's Office Food Court Student Affairs Student Government Student Success Center
TPP	Technology & Professional Programs
UC	University Center Barry University Embry-Riddle Aeronautical University Flagler College Saint Leo University

Not Shown on Map:

TCC Capitol Center, Pat Thomas Law Enforcement Academy, Quincy House, Wakulla Center