

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP NO.: 2017-21
RELEASE DATE: May 3, 2017

RFP TITLE: After School Enrichment Activities

F.O.B. Destination: **District Wide**

RFP DUE DATE AND TIME: June 1, 2017 @ 1:30 pm
RFP OPENING DATE AND TIME: June 1, 2017 @ 2:00 pm

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Literature | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogs | <input type="checkbox"/> Product Samples: See Special Conditions |
| <input checked="" type="checkbox"/> Debarment Form | | <input type="checkbox"/> Manufacturer's Certificate of Warranty | |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | | <input checked="" type="checkbox"/> List of References | |
| <input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions | | | |
| <input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details | | | |

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

**Signature of Owner or
Authorized Officer/Agent** _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated.

All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).

6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in

writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery 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 actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished

by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. ☐ Student contact not anticipated
B. ☒ Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) **Debarment:** The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally

funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.

- b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made.**
- c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.

38. PUBLIC ENTITY CRIME: Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

- (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
- (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

(Vendor's Signature)



PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

[Must be completed & submitted with each competitive solicitation]

RFP number and description: _____

Identify the state in which the Proposer has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state proposer's attorney: _____

Attorney's printed name: _____

Address of out-of-state proposer's attorney: _____

Phone number/e-mail of out-of-state proposer's attorney: _____

Attorney's states of bar admission: _____

Proposer's Signature: _____

Proposer's Printed Name: _____

RFP #2017-21 After School Enrichment Activities

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals from vendors to provide after school enrichment activities for the District's Schools, including the Extended Day Programs operated by the District.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, June 1, 2017 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and one photocopy of the proposal; must be sealed in one package and clearly labeled "RFP #2017-21 After School Enrichment Activities" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

RFP #2017-21 After School Enrichment Activities

- performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

RFP #2017-21 After School Enrichment Activities

- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from July 11, 2017 to June 30, 2018.
- 4.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 RFP INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than May 17, 2017 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website
www.demandstar.com no later than May 18, 2017 @ 5:00 PM.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

RFP #2017-21 After School Enrichment Activities

5.3 No Addendum will be issued later than May 18, 2017, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.

5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 SCOPE OF SERVICES

6.1 The District is seeking qualified vendors to provide after school enrichment programs for the District's Schools, including Extended Day Programs operated by the District.

6.2 **Territories** – Proposals will be accepted for the following territories:

Northern Territory - Cunningham Creek, Durbin Creek, Hickory Creek, Julington Creek, Liberty Pines Academy, Patriot Oaks Academy, Switzerland Point, Timberlin Creek, Ocean Palms, PV Rawlings, Valley Ridge Academy

Southern Territory – Mill Creek, Pacetti Bay, Wards Creek, Crookshank, Ketterlinus, Mason, Osceola, R.B. Hunt, and South Woods.

For informational purposes, the District operates Extended Day Programs at all schools listed above. The Extended Day programs at Hartley, Palencia and The Webster School are operated by a third party and are not covered under the RFP. Schools where Extended Day Programs are operated by a third party may offer after school enrichment activities to students **not** participating in the Extended Day Program with the approval of their principal.

Note: Sites may be added or removed, at the discretion of the District. Elementary School M is schedule to open for 2017-2018 school year.

6.3 **Categories** – Proposals will be accepted only in the categories contained in Attachment C. Any proposal which contains a category other than those listed on Attachment C is subject to disqualification at the sole discretion of the District. Vendors may not create their own categories or combine categories from those categories on Attachment C to create a new category.

6.4 Vendors will provide services based on the needs of the particular school. Schools may select the vendors and the programs at their sole discretion.

6.5 Services are typically contracted for one (1) hour sessions on a weekly basis. Attachment B requires cost per individual one (1) hour session.

6.6 The number of participants will vary by school. Vendors are required to indicate on Attachment B the minimum number of participants required for a session.

6.7 Awarded vendors will at all times enforce strict discipline and good order among

RFP #2017-21 After School Enrichment Activities

their employees and will not employ anyone unskilled in the task assigned to them. St. Johns County School District sites are smoke and drug free. Vendors who perform contractual services on District premises must advise their employees for compliance purposes. The vendor will be responsible for the appearance of all personnel working for them and will ensure compliance with all School District Rules and Policies.

- 6.8 **Complaints** – The District will monitor all complaints received from schools relative to services performed under this RFP including compliance with the RFP requirements, violation of School Board Rules and Policies, actions jeopardizing the health and safety of students and staff, and the conduct of vendors and their employees. Upon written notification of a complaint, vendors will have five (5) working days to resolve the complaint to the satisfaction of the District. Vendors that do not resolve complaints to the District's satisfaction or that have excessive complaints may have their award revoked and not be permitted to provide services for the duration of the contract period.
- 6.9 **Student Participation** – Activities offered as part of this RFP are open to all children, regardless of handicap or disability. In the event that a special needs child would like to participate in activities provided under this RFP, the vendor assumes responsibility for providing accommodations as required by the Americans with Disabilities Act. If further information is needed regarding these regulations, please refer to the U.S Department of Justice's website www.ada.gov - ADA Home page - Information and Technical Assistance on the Americans with Disabilities Act.
- 6.10 **Cancellations** – If an instructor is unable to attend a session, a substitute instructor must be assigned to ensure that classes are still held. Please remember that any instructor assigned MUST comply with the Jessica Lunsford Act and School Board Rule 7.142 and be fingerprinted and cleared before instructing a class. Vendors with excessive cancellations may have their award revoked and not be permitted to provide services for the duration of the contract period.
- 6.11 Awarded vendors chosen by a school's Principal and/or Extended Day Coordinator are required to submit a roster list to each school's Extended Day Coordinator seven (7) calendar days prior to the beginning of each month and/or session. Any additions to this list must be coordinated with the school's Extended Day Coordinator, allowing sufficient time for the school to make the appropriate adjustments.

7.0 VENDOR SELECTION PROCESS

- 7.1 All vendors meeting the minimum requirements will be granted an award under the RFP and be added to the approved vendor list for services specified in the RFP.
- 7.2 **Company Information** - Vendors are required to complete Attachment A which includes information concerning references, certification/experience and names for fingerprinting. If a vendor desires to be considered for more than one

RFP #2017-21 After School Enrichment Activities

- category, they must complete Attachment A for each category. Resumes or additional documentation evidencing experience of the vendor and/or instructors may be submitted to validate qualifications.
- 7.3 **Literature** - Vendors must submit literature and curriculum/instructional content for each category they are proposing. Literature must contain a detailed description of the program, benefits it will provide to the students, and the duration and frequency of the program.
- 7.4 **Response Form** – Vendors are required to complete Attachment B. This form **MUST** be fully completed. **NO ADJUSTMENTS MAY BE MADE TO THIS FORM.** If a vendor desires to be considered for more than one category, they must complete a separate Attachment B for each category (a list of all acceptable categories is included in Attachment C). Vendors **MUST** indicate which territory they are submitting a proposal (North, South or All). Vendor must be able to provide services at all schools located within the territory they are proposing. All required and optional items for the vendor's activity **MUST** be listed on Attachment B, including, but not limited to, registration fees, uniforms, books, etc. A vendor may not charge any participant any fee that is not disclosed on the response form. This form must be signed by a representative of the firm that has the authority to bind the firm.
- 7.5 Each school Principal and/or Extended Day Coordinator will select the vendors from the approved vendor list and programs which they wish to offer to their students. The Principal and/or Extended Day Coordinator reserve the right to request any approved vendor(s) to make a formal presentation of their program.
- 7.6 The granting of an award **DOES NOT** guarantee that a vendor will be selected to provide services, as that decision rest solely with the Principal and/or Extended Day Coordinator at each school.
- 8.0 **FEES AND PAYMENT**
- 8.1 Each vendor must indicate the percentage fee payable to the school for facility use. This is a percentage of the fee charged to the participant/student. The minimum percentage allowed is 20%.
- 8.2 Parents of students enrolled in the vendors program will make their payment to the vendor. **The vendor is solely responsible for collecting fees from participants, maintaining attendance records, and ensuring that credit is not extended to participants.**
- 8.3 The agreed upon percentage payable by the vendor to the school for building use will be charged for all students enrolled in a session whether or not payment has been received from the participant. Payment may vary depending on enrollment and is not solely based on registration at the beginning of the year.
- 8.4 **Payment to the school by the vendor will be made payable to St. Johns County School District c/o School Name no later than the 10th of each**

RFP #2017-21 After School Enrichment Activities

month. Failure to comply may invalidate any award.

Payment will be based on enrollment during the previous month. The vendor will provide supporting documentation with the payment for audit and verification purposes. Supporting documentation will include copies of registration forms, and monthly attendance records.

- 8.5 If a student withdraws before the end of a session and the vendor issues a refund, the payment may be adjusted accordingly.

9.0 REFERENCES

All proposals must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years. This information is to be noted on Attachment A.

10.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability and at least the statutory limit of Worker's Compensation. Any vendor that is exempt from Workers' Compensation coverage under Florida Statute must provide documentation (A signed statement by the vendor's insurance agent verifying the exemption status or documentation from the State of Florida evidencing the exemption). The District will not undertake any research to verify the exemption status of any vendor. If the transporting of children is necessary for your program, Motor Vehicle Liability is also required with a minimum limit of \$1,000,000.00. If children will NOT be transported, the awarded vendor(s) must provide declaration on company letterhead stating so. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

11.0 PREPARATION AND SUBMISSION OF PROPOSALS

- 11.1 Proposers are requested to organize their bids in the following sequence.
- 11.2 **RFP Cover Sheet:** Required response form (page 1 of RFP) with all required information completed and all signatures as specified
- 11.3 **Debarment Form**

RFP #2017-21 After School Enrichment Activities

11.4 Drug Free Workplace Certification

11.5 Principal Place of Business

11.6 Insurance Coverage: Insurance certificates evidencing coverage as specified in section 10.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this RFP.

11.7 Attachment A: Company Information Form

11.8 Literature

11.9 Attachment B: Response Form

Attachment A – Company Information

Name of Company: _____

Number of Years in Business: _____

References used within the past five (5) years:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Instructor Certifications:

<u>Name</u>	<u>Certification</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Instructor Names for Fingerprinting Verification:

<u>Name</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a vendor desires to be considered for more than one category, they must complete Attachment A for each category

Attachment B – Response Form

Name of Company: _____

Category of Instruction: _____

(One per Form)

Territory Quoting On (North, South or All): _____

Percentage (%) fee payable by vendor to the school for building usage.
This is a percentage of the fee charged to the student. The minimum
percentage allowed is 20%.

_____ %

Cost per individual one (1) hour class/session per student:
(Cost may only be entered for a one (1) hour session – no adjustments)

\$ _____

Minimum number of participants for a class:

Required Items:

Item _____ \$ _____

Item _____ \$ _____

Item _____ \$ _____

Item _____ \$ _____

Optional Items:

Item _____ \$ _____

Item _____ \$ _____

Item _____ \$ _____

Item _____ \$ _____

Printed Name: _____

Authorized Signature: _____

Date: _____

If a vendor desires to be considered for more than one category, they must complete Attachment B for each category

Attachment C - Category List

Description

1. Arts and Crafts
2. Baton/Twirling
3. Cheerleading
4. Chess
5. Computer Instruction (may not use District Computer Equipment)
6. Cooking (may not use food service/kitchen area at schools)
7. Creative Movement
8. Creative Science
9. Creative Writing
10. Dance
11. Drama
12. Drawing
13. Etiquette
14. Foreign Language
 - a. Chinese
 - b. French
 - c. Spanish
 - d. Other (vendor must specify)
15. Golf
16. Gymnastics
17. Handwriting
18. Knitting
19. Lego Lab
20. Martial Arts/Karate
21. Music
 - a. Guitar
 - b. Piano
 - c. Violin
 - d. Voice
 - e. Other (Vendor must specify)
22. Physical Fitness Training
23. Pottery
24. Sewing
25. Soccer
26. Sign Language
27. Tennis
28. Tutoring
29. Yoga



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

Patrick Snodgrass, CPSM

Director of Purchasing

May 18, 2017

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2017-21 After School Enrichment Activities.

The following is a list of questions that were asked along with the responses:

1. **Question:** How do I apply? So far, I've set up an account on DemandStar and read through vendor requirements. I'm not sure how to proceed from here.
 - download and submit bid?
 - procure fingerprints?
 - contact Purchasing Dept for an order?

Answer: All vendors who would like to participate in the RFP process should download RFP #2017-21 on DemandStar at www.demandstar.com and submit their completed response to the Purchasing Department located at 3015 Lewis Speedway, Unit 5 St. Augustine, FL 32084 no later than June 1, 2017 @ 1:30 PM.

All vendors are required to be fingerprinted and have background clearance pursuant to School Board Rule 7.142 and Florida Statute 1012.467. This can take place after Board award and prior to any services performed.

Each school Principal and/or Extended Day Coordinator will select the vendors from the approved vendor list and programs, which they wish to offer to their students. The Principal and/or Extended Day Coordinator reserve the right to request any approved vendor(s) to make a formal presentation of their program. The Purchasing department does not provide a purchase order to awarded vendor(s).

2. **Question:** Is the bid has been already uploaded in demandstar? I don't see the new RFP documents. I just want to confirm.

Answer: RFP #2017-21 After School Enrichment Activities is available on DemandStar for download. A copy has been attached to this addendum as well.

3. **Question:** We noticed with the new bid, even if we had the first bid in on time we have to pay again to download the same form again. Is that right? Also we noticed there's not a form to agree to participate in the vendor participation presentations meeting that we've done in the past. Is there still going to be that type event? The one where the school staff is listening to vendors talk about their presentations.

Answer: When registering on DemandStar, organizations are allowed one free agency. In addition vendors may also make a public records request, to the District's Community Relations Department, for a copy of the RFP.

At this time, no vendor presentation day has been scheduled.

4. **Question:** Is it acceptable to use my company Seal on the declaration page/statement re: transportation not part of the service (in lieu of letterhead, which I do not have)? Also, please advise if additional insured address is School board or RBH address.

Answer: Company Seal on the declaration is acceptable in lieu of company letterhead.

The St. Johns County School Board should be listed as additional insured at 40 Orange Street, St. Augustine, FL 32084.

5. **Question:** I'm not sure if I need a Purchase Order? If so, How to obtain one, please. Lastly, once bids are accepted, how will selected vendor applicants be contacted, and anticipated timeframe.

Answer: See answer #1.

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP TITLE: After School Enrichment Activities

RFP NO.: 2017-21
RELEASE DATE: May 3, 2017

F.O.B. Destination: **District Wide**

RFP DUE DATE AND TIME: June 1, 2017 @ 1:30 pm
RFP OPENING DATE AND TIME: June 1, 2017 @ 2:00 pm

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- | | | | |
|--|---|-----------------------------------|--|
| <input type="checkbox"/> Literature | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogs | <input type="checkbox"/> Product Samples: See Special Conditions |
| <input checked="" type="checkbox"/> Debarment Form | <input type="checkbox"/> Manufacturer's Certificate of Warranty | | |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> List of References | | |
| <input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions | | | |
| <input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details | | | |

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

**Signature of Owner or
Authorized Officer/Agent** _____ **Telephone:** _____

Typed Name of Above: _____ **FAX:** _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated.

All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- d) **Underwriters' Laboratories:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **Preference for St. Johns County Bidders:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
- 6. BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in

writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery 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 actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished

by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. ☐ Student contact not anticipated
B. ☒ Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) **Debarment:** The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
- During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally

funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.

- b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
- c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.

38. PUBLIC ENTITY CRIME: Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

(Vendor's Signature)



PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

[Must be completed & submitted with each competitive solicitation]

RFP number and description: _____

Identify the state in which the Proposer has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state proposer's attorney: _____

Attorney's printed name: _____

Address of out-of-state proposer's attorney: _____

Phone number/e-mail of out-of-state proposer's attorney: _____

Attorney's states of bar admission: _____

Proposer's Signature: _____

Proposer's Printed Name: _____

RFP #2017-21 After School Enrichment Activities

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals from vendors to provide after school enrichment activities for the District's Schools, including the Extended Day Programs operated by the District.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, June 1, 2017 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and one photocopy of the proposal; must be sealed in one package and clearly labeled "RFP #2017-21 After School Enrichment Activities" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

RFP #2017-21 After School Enrichment Activities

performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

RFP #2017-21 After School Enrichment Activities

- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from July 11, 2017 to June 30, 2018.
- 4.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 RFP INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than May 17, 2017 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than May 18, 2017 @ 5:00 PM.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

RFP #2017-21 After School Enrichment Activities

- 5.3 No Addendum will be issued later than May 18, 2017, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 SCOPE OF SERVICES

- 6.1 The District is seeking qualified vendors to provide after school enrichment programs for the District's Schools, including Extended Day Programs operated by the District.

- 6.2 **Territories** – Proposals will be accepted for the following territories:

Northern Territory - Cunningham Creek, Durbin Creek, Hickory Creek, Julington Creek, Liberty Pines Academy, Patriot Oaks Academy, Switzerland Point, Timberlin Creek, Ocean Palms, PV Rawlings, Valley Ridge Academy

Southern Territory – Mill Creek, Pacetti Bay, Wards Creek, Crookshank, Ketterlinus, Mason, Osceola, R.B. Hunt, and South Woods.

For informational purposes, the District operates Extended Day Programs at all schools listed above. The Extended Day programs at Hartley, Palencia and The Webster School are operated by a third party and are not covered under the RFP. Schools where Extended Day Programs are operated by a third party may offer after school enrichment activities to students **not** participating in the Extended Day Program with the approval of their principal.

Note: Sites may be added or removed, at the discretion of the District. Elementary School M is schedule to open for 2017-2018 school year.

- 6.3 **Categories** – Proposals will be accepted only in the categories contained in Attachment C. Any proposal which contains a category other than those listed on Attachment C is subject to disqualification at the sole discretion of the District. Vendors may not create their own categories or combine categories from those categories on Attachment C to create a new category.
- 6.4 Vendors will provide services based on the needs of the particular school. Schools may select the vendors and the programs at their sole discretion.
- 6.5 Services are typically contracted for one (1) hour sessions on a weekly basis. Attachment B requires cost per individual one (1) hour session.
- 6.6 The number of participants will vary by school. Vendors are required to indicate on Attachment B the minimum number of participants required for a session.
- 6.7 Awarded vendors will at all times enforce strict discipline and good order among

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their employees and will not employ anyone unskilled in the task assigned to them. St. Johns County School District sites are smoke and drug free. Vendors who perform contractual services on District premises must advise their employees for compliance purposes. The vendor will be responsible for the appearance of all personnel working for them and will ensure compliance with all School District Rules and Policies.

- 6.8 **Complaints** – The District will monitor all complaints received from schools relative to services performed under this RFP including compliance with the RFP requirements, violation of School Board Rules and Policies, actions jeopardizing the health and safety of students and staff, and the conduct of vendors and their employees. Upon written notification of a complaint, vendors will have five (5) working days to resolve the complaint to the satisfaction of the District. Vendors that do not resolve complaints to the District's satisfaction or that have excessive complaints may have their award revoked and not be permitted to provide services for the duration of the contract period.
- 6.9 **Student Participation** – Activities offered as part of this RFP are open to all children, regardless of handicap or disability. In the event that a special needs child would like to participate in activities provided under this RFP, the vendor assumes responsibility for providing accommodations as required by the Americans with Disabilities Act. If further information is needed regarding these regulations, please refer to the U.S Department of Justice's website www.ada.gov - ADA Home page - Information and Technical Assistance on the Americans with Disabilities Act.
- 6.10 **Cancellations** – If an instructor is unable to attend a session, a substitute instructor must be assigned to ensure that classes are still held. Please remember that any instructor assigned MUST comply with the Jessica Lunsford Act and School Board Rule 7.142 and be fingerprinted and cleared before instructing a class. Vendors with excessive cancellations may have their award revoked and not be permitted to provide services for the duration of the contract period.
- 6.11 Awarded vendors chosen by a school's Principal and/or Extended Day Coordinator are required to submit a roster list to each school's Extended Day Coordinator seven (7) calendar days prior to the beginning of each month and/or session. Any additions to this list must be coordinated with the school's Extended Day Coordinator, allowing sufficient time for the school to make the appropriate adjustments.

7.0 VENDOR SELECTION PROCESS

- 7.1 All vendors meeting the minimum requirements will be granted an award under the RFP and be added to the approved vendor list for services specified in the RFP.
- 7.2 **Company Information** - Vendors are required to complete Attachment A which includes information concerning references, certification/experience and names for fingerprinting. If a vendor desires to be considered for more than one

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category, they must complete Attachment A for each category. Resumes or additional documentation evidencing experience of the vendor and/or instructors may be submitted to validate qualifications.

- 7.3 **Literature** - Vendors must submit literature and curriculum/instructional content for each category they are proposing. Literature must contain a detailed description of the program, benefits it will provide to the students, and the duration and frequency of the program.
- 7.4 **Response Form** – Vendors are required to complete Attachment B. This form **MUST** be fully completed. **NO ADJUSTMENTS MAY BE MADE TO THIS FORM.** If a vendor desires to be considered for more than one category, they must complete a separate Attachment B for each category (a list of all acceptable categories is included in Attachment C). Vendors **MUST** indicate which territory they are submitting a proposal (North, South or All). Vendor must be able to provide services at all schools located within the territory they are proposing. All required and optional items for the vendor's activity **MUST** be listed on Attachment B, including, but not limited to, registration fees, uniforms, books, etc. A vendor may not charge any participant any fee that is not disclosed on the response form. This form must be signed by a representative of the firm that has the authority to bind the firm.
- 7.5 Each school Principal and/or Extended Day Coordinator will select the vendors from the approved vendor list and programs which they wish to offer to their students. The Principal and/or Extended Day Coordinator reserve the right to request any approved vendor(s) to make a formal presentation of their program.
- 7.6 The granting of an award **DOES NOT** guarantee that a vendor will be selected to provide services, as that decision rest solely with the Principal and/or Extended Day Coordinator at each school.

8.0 **FEES AND PAYMENT**

- 8.1 Each vendor must indicate the percentage fee payable to the school for facility use. This is a percentage of the fee charged to the participant/student. The minimum percentage allowed is 20%.
- 8.2 Parents of students enrolled in the vendors program will make their payment to the vendor. **The vendor is solely responsible for collecting fees from participants, maintaining attendance records, and ensuring that credit is not extended to participants.**
- 8.3 The agreed upon percentage payable by the vendor to the school for building use will be charged for all students enrolled in a session whether or not payment has been received from the participant. Payment may vary depending on enrollment and is not solely based on registration at the beginning of the year.
- 8.4 **Payment to the school by the vendor will be made payable to St. Johns County School District c/o School Name no later than the 10th of each**

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month. Failure to comply may invalidate any award.

Payment will be based on enrollment during the previous month. The vendor will provide supporting documentation with the payment for audit and verification purposes. Supporting documentation will include copies of registration forms, and monthly attendance records.

- 8.5 If a student withdraws before the end of a session and the vendor issues a refund, the payment may be adjusted accordingly.

9.0 REFERENCES

All proposals must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years. This information is to be noted on Attachment A.

10.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability and at least the statutory limit of Worker's Compensation. Any vendor that is exempt from Workers' Compensation coverage under Florida Statute must provide documentation (A signed statement by the vendor's insurance agent verifying the exemption status or documentation from the State of Florida evidencing the exemption). The District will not undertake any research to verify the exemption status of any vendor. If the transporting of children is necessary for your program, Motor Vehicle Liability is also required with a minimum limit of \$1,000,000.00. If children will NOT be transported, the awarded vendor(s) must provide declaration on company letterhead stating so. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

11.0 PREPARATION AND SUBMISSION OF PROPOSALS

- 11.1 Proposers are requested to organize their bids in the following sequence.
- 11.2 **RFP Cover Sheet:** Required response form (page 1 of RFP) with all required information completed and all signatures as specified
- 11.3 **Debarment Form**

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11.4 Drug Free Workplace Certification

11.5 Principal Place of Business

11.6 Insurance Coverage: Insurance certificates evidencing coverage as specified in section 10.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this RFP.

11.7 Attachment A: Company Information Form

11.8 Literature

11.9 Attachment B: Response Form

Attachment A – Company Information

Name of Company: _____

Number of Years in Business: _____

References used within the past five (5) years:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Instructor Certifications:

<u>Name</u>	<u>Certification</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Instructor Names for Fingerprinting Verification:

<u>Name</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment B – Response Form

Name of Company: _____

Category of Instruction: _____

(One per Form)

Territory Quoting On (North, South or All): _____

Percentage (%) fee payable by vendor to the school for building usage.
This is a percentage of the fee charged to the student. The minimum
percentage allowed is 20%.

_____ %

Cost per individual one (1) hour class/session per student:
(Cost may only be entered for a one (1) hour session – no adjustments)

\$ _____

Minimum number of participants for a class:

Required Items:

Item _____	\$ _____
Item _____	\$ _____
Item _____	\$ _____
Item _____	\$ _____

Optional Items:

Item _____	\$ _____
Item _____	\$ _____
Item _____	\$ _____
Item _____	\$ _____

Printed Name: _____

Authorized Signature: _____

Date: _____

If a vendor desires to be considered for more than one category, they must complete Attachment B for each category

Attachment C - Category List

Description

1. Arts and Crafts
2. Baton/Twirling
3. Cheerleading
4. Chess
5. Computer Instruction (may not use District Computer Equipment)
6. Cooking (may not use food service/kitchen area at schools)
7. Creative Movement
8. Creative Science
9. Creative Writing
10. Dance
11. Drama
12. Drawing
13. Etiquette
14. Foreign Language
 - a. Chinese
 - b. French
 - c. Spanish
 - d. Other (vendor must specify)
15. Golf
16. Gymnastics
17. Handwriting
18. Knitting
19. Lego Lab
20. Martial Arts/Karate
21. Music
 - a. Guitar
 - b. Piano
 - c. Violin
 - d. Voice
 - e. Other (Vendor must specify)
22. Physical Fitness Training
23. Pottery
24. Sewing
25. Soccer
26. Sign Language
27. Tennis
28. Tutoring
29. Yoga