

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Community Schools and/or PreK After School Program Services** as specified herein. Proposals must be received by **2:00 p.m.** on **October 4, 2023**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 3460
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 ADDITIONAL INFORMATION: Knox County wants requests for additional information routed to Donnie Fawver, Construction/Contract Specialist, Senior Buyer, at 865.215.5756. Questions may be faxed to 865.215.5778 or emailed to donnie.fawver@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 AUDIT HOTLINE: Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.4 AWARD: Award may be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.5 BUSINESS OUTREACH PROGRAM: Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-mail: diane.woods@knoxcounty.org

- 1.6 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.7 CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.
- 1.8 COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copies. Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD-ROM or flash drive format. Do not submit individual proposals by school location.
- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.
- 1.10 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Email and Facsimile submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.
- 1.11 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.12 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.15 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.17 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation.

The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

- 1.18 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper;
 - Not include pages of unnecessary advertising;
 - Be made on both sides of each sheet of paper.
- 1.19 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on September 22, 2023**. These requirements also apply to specifications that are ambiguous.
- 1.20 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.
- 1.21 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.22 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.23 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.24 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.25 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hour prior to the proposal closing time.
- 1.26 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement. Vendor shall comply with the Family Educational Rights and Privacy Act (FERPA).
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers **must** submit with their proposals the Criminal History Affidavit of Compliance.
- 2.8 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9 GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

- 2.10 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.17 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.18 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.19 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

- 2.20** **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.21** **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22** **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.23** **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24** **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1** **INTENT:** The intent of this solicitation is to set forth and convey to prospective proposers the general requirements for providing Knox County Schools (hereafter referred to as KCS) with quality organized Community Schools and/or PreK After School Care Program Services in a school setting that recognizes and provides for individuality among children of all ages. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2** **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3** **ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.
- 3.4** **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5** **AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Knox County reserves the right to purchase these products and/or services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

For initial implementation, the term of this Contract agreement shall begin on the contract finalized date and will conclude on the last day of the 2023-24 school calendar year. Subsequently, the term shall extend for the next full school year in accordance with updated terms of agreement between the parties.

- 3.6** **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 COMMUNICATIONS: The successful execution of this contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with a fax transmission or email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, fax numbers and email addresses for the agency's contacts.

These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 CONTRACT EXECUTION: The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract must be voted on by the Knox County Board of Education and County Commission; and must receive a majority vote. The successful Vendor(s) may be required to be present at the Knox County Board of Education and County Commission meetings to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s).

Knox County will draft the Contract. The Knox County Procurement Division will not accept any vendor's contract. If Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted.

3.10 CONTACT PERSONNEL: Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event on or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.11 CUSTODIAL USE: The custodial staff may be available based on contracted time with Knox County Schools. Whenever a custodian is required to work additional hours solely to service the needs of the Community School and/or PreK After School Care Program, the Contractor shall be responsible for reimbursing the school system. The custodian and the Contractor will need to complete a "Custodial Payroll Reimbursement Register" form, which is to be submitted with the payroll report. Knox County Schools Maintenance and Operations (KCSMO) will bill the contractor directly. The custodian will record the hours worked on their timesheet.

The custodian will be paid in the routine manner. Custodial staff will need to be paid for the hours up to closing of after school care program if those hours result in the total hours in excess of the custodial staff contracted time. The overtime rate shall be paid at time and a half of the daily custodian rate.

3.12 CONTRACTOR DUTIES: At the Contractor's own expense, the Contractor shall:

3.12.1 Provide competent supervision;

3.12.2 Provide competent personnel;

3.12.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.13 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

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| • Program Structure and Methodology | 50 Points |
| • Qualifications and Experience | 25 points |
| • Cost to Parent(s) or Guardian(s) | 25 points |

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

- 3.14 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.15 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.
- 3.16 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.17 IDENTIFICATION:** Employees of the Contractor shall have proper photo identification displayed at all times while on property belonging to Knox County or Knox County Schools.
- 3.18 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the proposal.

Upon receipt of a Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

3.19 MINIMUM QUALIFICATION EXPECTATIONS:

- 3.19.1** Respondent must address all submittal requirements as defined under Section V.
- 3.19.2** Respondent shall have a minimum of three (3) years of experience providing childcare services.
- 3.19.3** Respondent must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
- 3.19.4** If the respondent has a permanent office in Knox County, respondent must have a current business license issued by Knox County. This requirement also applies to any of the Respondent's proposed sub-contractors or sub-consultants with a permanent office in Knox County.

A Knox County business license is not required of any Respondent or proposed sub-contractor or sub-consultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at (865) 215-2392.

- 3.20 MULTIPLE VENDORS:** Knox County reserves the right to select multiple vendors for this term Contract to ensure that appropriate resources will be available in the event of multiple, simultaneous large projects or the cessation of business by one (1) or more of the vendors.

3.21 NEGOTIATION: Knox County may select a successful proposer based on initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.22 NEWS RELEASES BY VENDORS: As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.23 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.24 NOT-FOR-PROFIT STATUS: Vendors must maintain a not-for-profit status to be eligible for this solicitation. Proof of status must be submitted in Section V, Tab VII.

3.25 OFFER WITHDRAWAL: No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the opening of proposals or unless the County fails to accept within ninety (90) Business Days after the date fixed for the closing the RFP.

3.26 PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be held on **September 18, 2023** beginning promptly at 8:30 a.m. local time at Knox County Procurement, 1000 North Central Street, Suite 100, Knoxville, Tennessee 37917. Although attendance is not mandatory, potential proposers are strongly encouraged to attend. Please review the Request for Proposal prior to this meeting and bring a copy with you. Vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing and made part of the solicitation. Official Addenda must be issued from the Knox County Procurement Division.

3.27 PRICING: The proposer(s) warrants that the cost to parent/guardian stated shall remain firm for the school year. If the cost is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices;
- Request a lower price increase;
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.28 PROPOSAL CONTENT: The proposer's response must contain a thorough description of the background of the proposer and sufficient evidence showing that the proposer is capable of providing the services. The proposer's response must thoroughly expound on the proposer's understanding of how the proposed services will meet Knox County's needs. The proposal must also contain an explanation of the implementation plan and the proposer's ongoing commitment to service.

3.29 PROPOSAL EVALUATION: In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

- 3.30 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.31 PROPOSER INTERVIEWS/PRESENTATIONS:** Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received.
- A tentative date of **Tuesday, November 7, 2023** has been set aside for proposer presentations. Principals/Administrative Staff from Knox County Schools will be in attendance. The time and location will be announced at a later date.
- 3.32 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.33 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.34 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.
- 3.35 REFERENCES:** Proposers **must** submit a list of three (3) references with which you have performed this type of service within the past three years. Show the name of the agency or institution, person to contact, their **current** telephone number, **current** e-mail address and the nature and size of the contract. Do not list the Knox County Government as a reference. References must be submitted on the attached Reference Check Form. Failure to provide references on the attached form will be considered during the evaluation process and may lead to the references not being considered.
- 3.36 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.37 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.
- 3.38 REPORT DETAIL:** Knox County is requesting that reports show the following detail to help expedite review. The Contractor may be required to modify reporting procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only accept original invoices and not facsimiles or copies. Reports which do not adhere to these details may be returned to the Contractor for correction.
- 3.38.1** Summary page listing all locations (alphabetically) with total number of students served for the month, organized chronologically by date;
- 3.38.2** Detailed list of amount payable to KCS by location reflecting per child fixed agreement rate as per Contract.

3.39 REPORTING PROCEDURES: Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

Monthly reports and payment shall be sent to the address indicated below. Invoices must be submitted in triplicate and must match the corresponding Contract number. Mail invoices for Knox County Schools to:

Attention: Knox County Schools Finance Department
Knox County Schools
Post Office Box 2188
Knoxville, TN 37902-1850

3.40 REPORT REVIEW: Knox County shall review all reports for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.

3.41 SUBMIT QUESTIONS: Prospective proposers may submit questions concerning this solicitation until **September 22, 2023 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.42 TENNESSEE REGISTRATION: The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF SERVICES

4.1 SCOPE OF WORK: Knox County is seeking Contractor(s) to provide Community Schools and/or Pre-K After School Care Program Services for Knox County and Knox County Schools. Contractor is to provide all personnel, materials, equipment, transportation and supervision necessary to provide the services detailed herein.

4.2 BACKGROUND INFORMATION: Currently, there are 16 schools who are designated as Community Schools with multiple schools that offer PreK programming. After School Care Program Services for these programs will be provided as a result of this contract process. See www.knoxschools.org for additional demographic information on Knox County Schools.

4.3 FACILITY USAGE/CARE: KCS facilities authorized for use by the Contractor(s) shall be negotiated between the Contractor(s) and the school principal. Contractor(s) shall be responsible and repair any damage beyond normal wear and tear to facility, equipment and furniture or pay for an equivalent replacement. Contractor(s) shall return facilities to an as-found condition.

The Contractor(s) will provide employees who will be responsible for the closing up and security of the building. A school employee will set the alarm. The Contractor(s) shall provide general clean up, including mopping of the floors, at the end of each day. Facilities will be left clean and ready for use the following school day.

Prior to the first day of school for students, the person responsible for schedules should complete the Facilities Use requests for all designated areas to be used in the Community School and/or PreK After School Care Program. Any changes to the designated areas of use should be updated in Facilities Use as soon as possible.

4.4 HOURS OF DAY-CARE OPERATION: Service shall be provided on each regular school day during the school year from 2:45 to 6:00 p.m. for first (1st) through fifth (5th) grade students. If there are Pre-K students at the school and the provider is licensed and willing to provide services for this age, the hours could be 1:00 to 6:00 p.m. and will be confirmed with school administration. During the first two weeks of school (staggered enrollment days), service may be provided for kindergarten students. If schools are dismissed early for inclement weather, the after-school care service shall close in accordance with Knox County Schools closing. For In-Service and Staff Development days (based on KCS calendar), the after-school service will be provided from 7:00 a.m. to 6:00 p.m., if applicable. The after-school service will be provided from 12:30 – 6:00 on Early Release days for elementary schools and 1:30 – 6:00 for middle schools.

The childcare program will not operate on days when school is cancelled for students due to inclement weather or other emergencies, as determined by the Superintendent of the Knox County Schools.

Full day's services from 7:00 a.m. to 6:00 p.m. will be provided only on staff development days, agreed upon Fall/Winter/Spring/Summer breaks (during Central Office opening dates/administrator schedules and custodial availability by school) by school administration, and on in-service days.

Childcare services will not be provided on holidays unless agreed upon by the administration and coordinated with custodial service availability during that time. The school age after care services shall not be provided on holidays that the Knox County Schools Central Office is closed.

If a summer programming option is utilized and mutually agreed upon by Contractor, Principal, Maintenance, and the Academic Supports Director, the two (2) weeks prior to the start of the school year will be designated for routine yearly maintenance (preparation/training week for the upcoming school year. Therefore, school aged after care services will not be provided during this time. However, if the administration and childcare provider can coordinate facility usage and custodial service during this time, the provider may be open during this time to not interfere with routine yearly maintenance.

Note: Although the timetables above are provided for informational purposes, all operational times shall be mutually agreed upon by vendor, principal, facility maintenance and the director of Academic Supports. Although Knox County is requesting pricing for Summer, Fall, Winter and Spring Break, these programs are optional and must be mutually and individually agreed upon by the vendor, principal, maintenance, and the director of Academic Supports.

4.5 CONTRACTOR RESPONSIBILITIES: Proposers must provide a narrative description of their work plan for providing Community Schools and/or PreK After School Care Program Services to Knox County Schools. The Vendor's response should detail how they will meet the requirements outlined in the RFP to include:

Department of Human Services State of Tennessee Requirements: Contractor shall adhere to the DHS State of Tennessee requirements for operating an afterschool childcare program.

Knox County Schools Policy Requirements: Contractor shall adhere to medicine distribution policy of KCS. Copies of the forms for parents and physicians will be provided by the school(s). Contractor(s) shall follow Provider Agreement (Appendix A) for the Knox County Board of Education to meet its obligation under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990.

Communication with Parent(s)/Guardian(s): The Contractor shall communicate in writing at least monthly with parents. The Contractor shall communicate with parents on an individual basis as problem situations arise. A parent handbook outlining policies and procedures shall be provided. This shall include written guidelines for excluding or dismissing participants from the program. A copy will be provided to the School Administrator or his/her designee. The Contractor shall provide a telephone and answering machine/voicemail capability for use by the program and will pay all expenses incidental to installation and operation of the telephone.

Communication with School: The Contractor shall provide the School Administrator with a copy of any accident report within twenty-four (24) hours of an occurrence. The Contractor(s) shall inform the School Administrator or his/her designee of any problems involving students, program staff, parents, or use of school facilities.

The Contractor shall confer formally at least monthly with the School Administrator and/or Community School Site Coordinator concerning up-coming events activities or changes in program. Weekly informal contact shall be maintained to ensure program quality. The administrator shall receive a monthly plan for themes, activities, and special programs.

Equipment, Supplies and Materials: The Contractor shall provide all supplies, materials, and equipment. Surplus equipment such as tables and chairs may be furnished by the school, if available. Audio-visual equipment must be provided by the Contractor.

A wholesome, nutritious snack shall be provided each day. One (1) such snack shall be provided for after school care. Two (2) such snacks shall be provided for full day care. The Contractor(s) will provide proper and adequate storage to prevent food spoilage or conditions that could have negative health consequences. Space shall be provided for students to do homework.

Records and Accounting: Enrollment records, including emergency telephone numbers, shall be maintained on each student who is registered for the program. Attendance records, including parent sign-out, shall be maintained, and provided to the school and the system each month when payment of contract fee is made. All financial activities, including but not limited to, receipts, payroll and disbursement shall be the responsibility of the Contractor.

Staff records, including but not limited to application forms, background checks, medical records, references, and evaluation(s) shall be maintained by the contractor, with copies provided to the School Administrator upon request. Contractor must ensure that current copy of the organization's Certificate of Insurance and a State License for each applicable location of operation is always on file with Knox County Procurement.

Student Discipline and Supervision: Methods of discipline shall focus on positive reinforcement and rewards. Under no circumstances shall corporal punishment be permitted.

Contractor shall always provide adult supervision for all participants who are attending the program. No student shall be allowed to leave the program without being signed out by a parent, or a person designated (in writing) by the parent. A sign-out will be made available to the principal upon request.

School safety rules for the playground and the facility shall be provided by the school and implemented by the Contractor.

4.6 STAFF EXPERIENCE AND QUALIFICATIONS: The following are the minimum experience and qualifications required for the Site Director(s) and Counselor(s).

4.6.1 SITE DIRECTOR:

The individual(s) in this position must adhere to Department of Human Resources (DHS) standards for this position.

The Site Director(s)/Lead Teacher(s) must complete TECTA Director Orientation (unless exempt per DHS guidelines) and have or be pursuing a degree in either Early Childhood or another child related field. In addition, the individual in this role must have a minimum of two (2) years of experience in a childcare setting. Beyond these requirements, each Site Director must complete a minimum of thirty (30) hours of relevant training annually and be certified in CPR, First Aid and AED.

The primary function of the Site Director(s) will be to maintain and organize a childcare program in a school setting. Additionally, the Site Director(s) shall provide leadership and support for children and staff participating in the program. The Site Director is to always maintain a positive attitude and in every situation. The Site Director shall report to the Executive Director when situations arise that jeopardizes the philosophy, mission or reputation of the organization or Knox County Schools. The Site Director(s) shall abide by all policies and procedures of the childcare program. The Site Director must be on-site and available at least thirty (30) minutes prior to the opening of the program and remain on duty at least thirty (30) minutes after the close of the program. Major responsibilities include:

- Assisting in the daily operations of the program.
- Interviewing and assisting in the counselor hiring. Counselors must be hired at the ratio of 1:15 students.
- Providing leadership and modeling in both initiation and maintenance of appropriate programming standards. Providing leadership and modeling in both initiation and maintenance of appropriate discipline standards. Providing for the safety of the children as well as all necessary accident documentation.
- Assisting all staff in planning and implementing daily activities and record keeping. Provide ongoing staff development using program's philosophy, purpose, and goals. Demonstrating imagination and resourcefulness in planning and working with children. Being responsible for budgeting and maintaining accurate financial records.
- Supervising the parent pick-up of children.
- Supervising proper management of building areas in which Contractor operates insuring facility orderliness and cleanliness.
- Conducting regularly monthly staff meetings and in-service training as per state guidelines.
- Maintaining and being responsible for procuring materials, supplies, and snacks and staying within his/her designated budget in doing so.
- Developing and maintaining the appropriate schedules for the staff.
- Maintaining and overseeing developmentally appropriate curriculum, schedules, and activities for all classrooms. Maintaining a positive on-going relationship with the school and parents by scheduling early and late conferences as well as holding informal meetings throughout the year.
- Abiding by all procedures provided in the staff handbook.
- Assisting in all other duties as assigned by the Executive Director.
- The person(s) in this position reports to the Executive Director

4.6.2 COUNSELOR:

The individual(s) in this position must adhere to DHS standards for this position. Counselors are required to have a high school diploma or its equivalent. Counselors must complete at least twelve (12) hours of relevant training annually and be certified in CPR, First Aid and AED.

The primary function of the Counselor is to provide for the Safety of the children in the program. The counselor is to assist and supervise children in daily activities. Counselors are to always convey a positive attitude and in every situation. Abide by all policies and procedures of the daycare staff handbook. Major responsibilities include:

- Reporting to the Site Director and Executive Director
- Assisting in all the daily operations of the program.
- Assisting in the daily keeping of attendance and in all program records that are kept for the children.
- Assisting and actively take part in any on-going activities in the program and two-way radio communications procedures.
- Providing for the safety of the children as well as all necessary accident and medication documentation. Supervise the parent pick-up and drop-off of children and security procedures.
- Encouraging children to create and explore.
- Demonstrating imagination and resourcefulness in working with all children. Modeling and maintaining appropriate discipline standards.
- Assisting in all set-up and clean-up aspect of the program.
- Demonstrating appropriate professional conduct, a positive attitude and follow dress code. Follow all required procedures in arrival, attendance, and staff policies.
- Attending all staff meetings and meet required hours for continuing education. Assist in all other duties that are assigned by the Site Director.
- Any person in this position is under the direct supervision of the Site Director or Lead Teacher.

4.7 PROGRAM EVALUATION: A program oversight committee will be formed at each school site to include: Principal, Site Director, Designated Counselor, School Teacher Representative, and Parent. This program evaluation committee will meet at a minimum of two (2) times per year with two evaluation reviews completed by April 30th (one first semester and one second semester of each school year. The final report will be submitted to the KCS Director of School Support and will include, but not be limited to; program structure and alignment to the KCS strategic plan, concerns or issues with facility usage, staff and/or overall implementation of program based on activities provided with parent input. A program evaluation criteria rubric/form will be provided by KCS.

4.8 PROPOSALS BASED ON TIERS OF SERVICE: Proposers shall choose one or more Tiers of Service for which they could currently meet the requirements for a provider of school aged after care as outlined in Section 3.1. The content of the proposal response should be developed based on the required guidelines for Tier(s) of Service listed below.

Tier 1 (Pre-School- Ages 3-5)

- Must meet required pre-school guidelines-Tennessee Department of Education Child Care Approval Requirements- Appendix B
- Must comply with guidelines stated in Section 4.5 Contractor Responsibilities

Tier 2 (Ages 5-12)

- Must comply with guidelines stated in Section 4.5 Contractor Responsibilities

Tier 3 (Ages 3-12)

- Must meet required pre-school guidelines – Appendix B as in Tier I
- Must comply with guidelines stated in Section 4.5 Contractor Responsibilities

4.9 STATE LICENSING/OTHER DOCUMENT REQUIREMENTS: All proposers must be properly licensed by the State of Tennessee. Proposers must submit a copy of their license with their proposal under Section V Proposal Format, TAB VII. Required documents to be submitted include:

- Proof of current (and/or pending) status as a non-profit entity.
- Proof that licensing requirements for the Tennessee Department of Human Services for the school-aged child have been met or exceeded (Appendix B).

4.10 TRANSPORTATION: Contractor is responsible for any and all transportation of students in its program(s) for Community Schools and/or Pre-K After School Care Program Services for Knox County and Knox County Schools. This includes any additional guidelines that may be involved for the transporting of Pre-K students. Contractor shall adhere to the DHS State of Tennessee requirements for transportation and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of transportation, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County request responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.

TAB I COVER LETTER

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II COMPANY PROFILE

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Employer Identification Number (EIN)
- Will you accept E-commerce for payment?
- Acknowledgement of the receipt of any Addendum issued

TAB III PROGRAM STRUCTURE, METHODOLOGY AND ALIGNMENT WITH KCS STRATEGIC PLAN

The program must include and recognize children's needs in the following areas: social, emotional, and intellectual. The program must align to and support the Strategic Plan of Knox County Schools (current 2019 - 22 and 2023 - 2028 once developed and approved). A well-defined, structured, age-appropriate program is required for Pre-K through age 12 and must be arranged to allow for the individual age groups to have productive interaction with their group counselor. The provider must maintain a Department of Human Services (DHS) licensed program for children 3-12 and/or 5-12. The curriculum will include, but not be limited to, supervised homework, small group games, outside play, quiet activities, art, music, sports, recreation, and community speakers. An enrichment program, including musical instrument instruction, gymnastics, and other activities, may be offered based on availability and demand. A reasonable fee may be charged for such enrichment activities, with prior approval of the both the school Academic Supports Department and Knox County Procurement. The methods of discipline shall focus on positive reinforcement and rewards. School rules and policies regarding supervision, safety, and facility usage as outlined by KCS School Board Policy shall be adhered to at all times.

Note: The Strategic Plan of Knox County schools can be accessed and viewed in full at the following link: <https://www.knoxschools.org/cms/lib/TN01917079/Centricity/Domain/1105/StrategicPlanMetrics.pdf>

Program Structure: Please thoroughly address each of the bullet points below in a manner that sufficiently details how your proposed service will align with the requirements outlined in solicitation.

- Provide your organization's mission statement.
- Provide an overview of the administrative staff that will be associated with the Knox County account, including the resume of the Executive Director.
- Outline the plan to provide administrative oversight of the services. Clearly identify the individual(s) responsible for invoicing. Outline organizational procedures regarding documentation and record keeping. Describe how the organization handles staff absenteeism. Describe the organization's dress code policy.
- Provide a detailed implementation schedule;
- Provide an overview of the proposed Staff to Student Ratio that will be maintained;
- Describe your policy for children that are ill or become ill in your care.
- Describe your plan for handling on-site disasters, i.e., tornado, fire, natural, or manmade events
- Provide a detailed explanation of how you keep track of which children are to be in the program on any given day. Detail your check-in and check-out procedures and explain the procedure in the event that a child does not arrive at a scheduled time.
Describe your policy for situations in which a parent/guardian picks up a child earlier or later than the schedule time. What are your safety procedures on un-authorized people pick-up?
- Submit a copy of your parent's handbook(s) and/or Policies and Procedures manual as an attachment.

Methodology: Please thoroughly address each of the bullet points below in a manner that sufficiently demonstrates how the features of your program align with the KCS Strategic Plan and expectations outlined in Section 3.1.

- Describe your program philosophy, approach and techniques regarding the purpose of a before and after school program.
- Describe the curriculum and activities you would implement as part of a program. Give an example of each of the following: a typical daily schedule, a typical weekly schedule and a typical monthly schedule. Explain how you would incorporate free time play with structured activities, including homework.
- Describe how your program addresses activities and interactions between various age groups sharing the same space. Give specific examples.
- Describe what meals and/or snacks will be available. Describe how you manage food allergies. Provide a sample menu.
- Describe the disciplinary methods utilized by your program.
- Describe how you communicate with parents. What is the procedure for handling student behavioral issues? What is the procedure for handling complaints?
- Describe any programs that you have available off-site for children enrolled in the program during school vacations, snow days and late/early release days.
- Describe any enrichment programs that are available, if applicable.
Note: Enrichment programs are optional.

TAB IV

QUALIFICATIONS AND EXPERIENCE

The proposal must state the experience/qualifications of the firm in conducting similar childcare programs including, but not limited to, the size of the firm, resumes of professional personnel assigned to the program, copies of all certifications and a copy of DHS State of Tennessee License requirements for operating after school- aged child care programs.

Proposers are to detail the Company's qualifications and experience relating to the services requested in this RFP, specifically:

- State the organization's total number of years of experience in providing services similar to those detailed in this solicitation;
- Detail any past performance indicators that demonstrate the effectiveness of the organization's proposed approach;
- Identify the total number of available personnel, categorized by job title. Provide an overview of the qualifications of any staff who will be involved in the delivery of this service to include any degree(s), license(s), certification(s) and/or relevant training which will support their ability to perform the requested services; Provide a description of the initial screening process for staff. Describe your policy for checking the validity of employment applications and the methods you use to complete a criminal records check. Describe the level of qualifications that your staff is required to have. Include educational level, experience with children, first aid certification, etc. Outline any of the ongoing screening or training requirements of staff, including the maintenance of any certifications and/or professional development.
- Describe your ability to accommodate children with special academic, physical, emotional, and medical needs.

TAB V

PROPOSED COST TO PARENT(S) OR GUARDIAN(S)

Rates to be charged for upcoming school year by tier structure for children enrolled (including discounts).

School Year Rates:

Tier 1 Pre-School Ages 3-5
Tier 2 Ages 5-12
Tier 3 Ages 3-12

Summer Rates (Daily):

Tier 1 Pre-School Ages 3-5
Tier 2 Ages 5-12
Tier 3 Ages 3-12

Fall Break, Winter Break, Spring Break Rates (Daily):

Tier 1 Pre-School Ages 3-5
Tier 2 Ages 5-12
Tier 3 Ages 3-12

- Identify the Tier(s) of Service for which Community School and/or PreK After School Care Program Services are being proposed;
- Identify any and all location(s) for which services can be provided;
- Registration fees
- How fees will be charged (hourly, daily, weekly, or other)
- Services included in the fee
- Any supplemental costs? (i.e. meals for full days, materials, etc.)
- Is there a fee adjustment based on the total number of children enrolled?

Additional Fees for Other Enrichment Activities: Fixed Fee Agreement: In addition to the above rate structure proposers must submit a fixed agreement fee with their proposal. This Fixed Agreement Fee shall be made payable to the school and forwarded to the Knox County School Department of Finance on or before the 10th of the month for the duration of the term of Agreement.

This Fixed Agreement Facilities Use Fee shall be regardless of tier level of service provided, \$3.00 per child, per week for each child attending the preceding month. Fees will be assessed based on the level of scholarship or discount. Students who are 100% scholarship will not incur a Facilities Use fee. Students whose fee is at a reduced percentage will incur a Facilities Use Fee at the same reduced percentage being charged to parents. The Fee shall be sent with an attendance report certifying the number of children in attendance at the program the preceding month.

Vendors may not offer children of KCS employees at a particular location a greater discount.

Other Cost Provisions to be included in the proposal:

Financial assistance shall be made available for a mutually agreed-upon percentage of children at a free and reduced rate fee.

- CAC fee rate.
- Scholarships made available provided through vendor listed.
- Sibling discount
- Discounted rate for children of Knox County Schools employees

Note: The enrollment shall be at the discretion of the Contractor due to building space availability and may be limited to only students who attend the school.

TAB VI

OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII

ATTACHMENTS

- References (Attachment A) (Must use attachment A)
- Insurance Checklist (Attachment B)
- Criminal History Affidavit (Attachment C)
- Iran Divestment Act / No Boycott of Israel (Attachment D)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Sub-Contractor(s) (if applicable)
- State of Tennessee License(s)
- Proof of Not-For-Profit Status
- Appendix A

TAB VIII

EXCEPTIONS:

Proposers to include any exceptions to this solicitation.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER #3460

Vendor Name: _____

Proposers shall submit a list of three (3) projects of similar size which have been in service during the last three (3) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government as a reference.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Fax Number: _____
Nature of Contract: _____	
Services Provided: _____	
Dollar amount: \$ _____ (over life of contract)	
Contract start date: _____	Contract end date: _____

ATTACHMENT B
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER #3460

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT \$1,000,000 (Per-Accident) BODY INJURY (Per-Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)
YES	4.	COMMERCIAL GENERAL LIABILITY CLAIM MADE <input checked="" type="checkbox"/> OCC GEN'L AGGREGATE LIMITS APPLIES PER POLICY <input type="checkbox"/> X PROJECT <input type="checkbox"/> LO	LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AGGREGATE \$ 2,000,000
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
NO	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000
NO		PROFESSIONAL LIABILITY	
NO	10.	<input type="checkbox"/> ARCHITECTS & ENGINEERS <input type="checkbox"/> ASBESTOS & REMOVAL LIABILITY <input type="checkbox"/> MEDICAL MALPRACTICE <input type="checkbox"/> MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

- 20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.
- 21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.
- 22. Certificate of Insurance shall show the RFP number and title.
- 23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements. _____

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

ATTACHMENT D
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(Printed name of Principal Officer of Company)

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20____.

Notary Public
My Commission Expires:

**APPENDIX A
KNOX COUNTY PROCUREMENT DIVISION
PROVIDER AGREEMENT
REQUEST FOR PROPOSALS NUMBER #3355**

This agreement is entered into in order for the Knox County Board of Education to meet its obligation under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, in consideration for the significant assistance, the Knox County Board of Education has extended to the child care service and other applicable federal, state or local regulations or statutes.

1. The child care service provider will not discriminate against persons with disabilities on the basis of disability.
2. The provider will not exclude a child with disabilities from its program unless the child's presence would pose a direct threat to the health or safety of others or require fundamental alterations of the program.
3. The provider will make reasonable modifications to its policies and practices to integrate children, parents, and guardians with disabilities into its program unless doing so would constitute a fundamental alteration.
4. The provider will not assume that a child's disabilities are too severe for the child to integrate successfully into the program. If it appears that a child's disability may be too severe for the child to participate in the program, the child will be admitted on a trial basis. In such case, during the child's trial admission, the provider will make an individualized assessment about whether it can meet the particular needs of the child without fundamentally altering its program. The provider will obtain evaluation data from a variety of sources, including the parent or guardian and the District.
5. The provider, with the parent or guardian and the District, will ascertain the modifications of its policies, practices, or procedures that are necessary for including of the child in the program.
6. The provider, with the parent or guardian and the District, will determine whether the modifications are (a) reasonable and (b) not fundamental alterations in the nature of the program. (Examples of reasonable modifications are the monitoring of blood glucose levels of a child with diabetes, or the diapering of a child needing toileting assistance because of disability. An example of a fundamental alteration in the nature of the program is taking a child over or below the age limit).
7. The provider will not exclude a child with a disability from its program for unacceptable behavior unless the child's presence poses a direct threat to the health or safety of others. The provider, with the parent or guardian and the District will determine if the child's disability causes the unacceptable behavior. The provider, with the parent or guardian and the District, will consider evaluative data from a variety of sources, including the parent or guardian and the District. If the Disability causes the unacceptable behavior, the provider, with the parent or guardian and the District will determine whether the child poses a direct threat to the health or safety of others. Direct threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures of the provider. In determining whether the child with a disability poses such a threat, the provider will make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk. Unless doing so would put other children at great risk, the provider will try modifications before concluding that including the child in the program does in fact constitute a direct threat. (Examples of a direct threat would be a child with active infectious tuberculosis or a child who frequently bites others. Children with HIV alone would not be a direct threat because HIV cannot be easily transmitted during incidental contact).
8. The provider will inform the parent or guardian of the child that if the parent or guardian disagrees with the provider concerning a decision to exclude a child with a disability because of the disability from child care service, the parent or guardian may appeal to the District. The decision of the District will be final.

Agreed to this _____ day of _____, 20_____.

Child Care Provider (print) _____ Authorizing Signature _____

APPENDIX B
KNOX COUNTY PROCUREMENT DIVISION
TENNESSEE DEPARTMENT OF EDUCATION SUMMARY OF CHILD CARE APPROVAL REQUIREMENTS
REQUEST FOR PROPOSALS NUMBER #3355

TENNESSEE DEPARTMENT OF EDUCATION SUMMARY OF CHILD CARE APPROVAL REQUIREMENTS

This is a section by section summary of the State Board of Education School Administered Child Care Rules, Chapter 0520-12-01. Child care centers inspected by the Department of Education must meet the requirements as defined by the rules in Chapter 0520-12-01 to receive a Certificate of Approval. The unabridged School administered Child Care rules are available on the Tennessee Secretary of State website, www.tn.gov/sos, or by writing the Office of School-based Support Services, Tennessee Department of Education, 9th floor Andrew Johnson Tower, 710 James Robertson Pkwy, Nashville, Tennessee 37243-0375.

Chapter 0520-12-01 was revised to parallel Chapter 1240-4-03 except for sections of the rules specifically addressed in Title 49 of state law: school bus transportation, criminal history background reports/ fingerprinting process, and restraint of children with special needs. Chapter 0520-12-01 was revised in accordance with T.C.A. §§ 49-6-2101-2107, (Transportation), T.C.A. § 49-5-413 (Criminal History Background Reports), and T.C.A. §§ 49-10-1301-1305 (Restraint of Children). A new section was added to adequately address the adolescents participating in the Lottery Afterschool Education Programs (LEAPS), T.C.A. § 49-6-707.

1. Ownership, Organization and Administration, Chapter Section 0520-12-01-.05

A Child Care Center must have an adequate budget. Records, including health, must be kept on all children.

There must be a transportation plan for each child, including the names of persons to whom the child may be released. Staff records must be kept on each employee that includes educational background, reference checks, TBI check, in-service training, physical exams and performance reviews.

The center must have their Certificate of Approval posted, provide parents with a copy of the policies and procedures along with a copy this summary and offer a pre-placement visit.

Parents must have access to all areas of the center when their child is present.

The parents must receive an educational program regarding child abuse detection, reporting and prevention.

If the center provides transportation, the driver should be appropriately licensed, there must be liability insurance and the children must have adequate space and supervision. Transportation provided by the center or under center authorization shall comply with state law.

2. Supervision, Chapter Section 0520-12-01-.06

Each group must have adult supervision at all times and adult/child ratios should be followed. There must be a second adult available when more than 12 children are present.

Swimming and field trips require ratios to be doubled. Each group must have their own space.

Infants and toddlers must have their own space and cannot be grouped with older children. At naptime ratios may be relaxed for groups except infants and toddlers.

Minimum staffing requirements per groups of children (adult: child ratio) must be maintained.

Please refer to ratio charts for specific adult: child ratios for each age group

1. Chart 1 - Single Age Grouping and Adult: Child Ratio Chart

Maximum Group Size and Adult Child Ratios							
Single-Age Grouping	8	12	14	16	18	20	No Max
Infants: 6 wks. – 15 mos.	1:4						
Toddlers (12 mos. – 30 mos.)		1:6					
2 years (24 mos. – 35 mos.)			1:7				
3 years					1:9		
4 years						1:13	
5 years						1:16	
School-Age (K and 12 years)							1:20
13 to 18 years							1:30

2. Chart 2 - Multi-Age Grouping and Adult: Child Ratio Chart

Maximum Group Size and Adult:Child Ratio							
Multi-Age Grouping	8	16	18	20	22	24	No Max
Infants/Toddlers: 6 wks. – 30 mos.	1:5						
2-4 years		1:8					
2.5 - 3 years (30 – 47 mos.)			1:9				
2.5 - 5 years				1:11			
2.5 – 12 years	1:10						
3 – 5 years (includes 3 – 4years)					1:13		
4 - 5 years						1:16	
5 - 12 years							1:20
13 to 18 years							1:30

3. Staff, Chapter Section 0520-12-01-.07

A. Responsibility for Staff and General Staff Qualifications:

The director shall be responsible for the day-to-day operations, including staff and program. An assistant director or other staff member shall be designated to be in charge in the absence of the director and all staff shall be notified of this designation.

No individual with a prohibited criminal history may work, substitute or volunteer in a program.

Staff must have knowledge of child behavior and development. Staff must be physically, mentally and emotionally stable.

All new employees must have orientation and child abuse prevention training before working with the children.

The director must have High School Diploma (or Department recognized equivalent), and Tennessee Early Childhood Training Alliance (TECTA) certificate for completing thirty (30) clock hours of orientation training, or the equivalent as recognized by the Department and 4 years experience working with children.

All caregivers must be 18 years of age and one caregiver in each group must have a high school diploma.

Directors must have 18 clock hours in-service training each year and caregivers 12 clock hours.

4. Equipment for Children, Chapter Section 0520-12-01-.08

All indoor and outdoor equipment shall be well made, safe and kept clean.

There must be developmentally appropriate equipment for all age groups with variety.

Children must have a place for their belongings.

Large pieces of equipment must be secured.

Infants are to have space to climb, crawl and pull up without the restraint of playpens or cribs.

There must be enough equipment, so children have choices.

There shall be an outdoor play area when children are in care for 3 or more daylight hours.

Children up to 5 years of age must be offered a naptime if in care for 6 or more hours. There shall be equipment for napping or sleeping for each preschool child who is in care for six (6) hours or more.

For napping children, cots or 2-inch mats must be provided and each child must have a cover to place under them and another available to place over them.

Infants must have individual cribs with open tops.

5. Program, Chapter Section 0520-12-01-.09

A. Schedule and Routines.

Routines such as snacks, meals, and rest shall occur at approximately the same time each day.

There shall be a balance between child's choice and adult-directed activities.

Other activity choices shall be available to children during television/movie viewing or computer use.

Parents shall be informed of movie showings and video/computer games and their ratings.

Computers, if used, shall be located in view of a caregiver for monitoring purposes.

An opportunity for outdoor play shall be extended to children of all ages who are in care more than three (3) daylight hours; when the temperature range, after adjustment for wind chill and heat index, is between thirty-two (32) degrees and ninety-five (95) degrees Fahrenheit and not raining.

A reclining rest period of at least one (1) hour shall be provided for all preschool children in care for six (6) hours or more.

Each child shall be allowed to form his own patterns of sleep.

B. Behavior Management and Guidance.

Spanking or any other type of corporal punishment is prohibited. ("Corporal punishment" is the infliction of bodily pain as a penalty for behavior of which the punisher disapproves.)

Praise and encouragement of good behavior shall be used.

When a child is engaging in unacceptable behavior the caregiver shall, prior to disciplining the child, first distract the child's attention and substitute a desirable activity.

Attention spans and skills of children shall be considered so that caregivers do not require children to engage in developmentally inappropriate behavior.

Toilet training shall never be started until a child has been in the program long enough to feel comfortable and is able to communicate a need to use the bathroom.

C. Educational Activities

A daily program shall provide opportunities for learning, self-expression, and participation in a variety of creative activities such as art, music, literature, dramatic play, science, and health.

Indoor physical activities, requiring children to use both large and small muscles, shall be provided for children of each age group.

For ages three (3) through school-age, the curriculum shall include instruction in personal safety as needed but at least once a year.

D. Nighttime Care

If children receive night care, caretakers must provide a calm, nurturing environment and a routine hygiene plan must be in place.

6. Health and Safety, Chapter Section 0520-12-01-.10

A. Children's Health

Children's health records shall be maintained as directed under subchapter 0520-12-01-.05.

Each child shall be immunized according to the current Department of Health guidelines unless exempted pursuant to subchapter 0520-12-01-.05(8). Programs serving non-school-age children shall maintain written policies for dis-enrollment of children who fail to comply with Department of Health immunization guidelines in a timely manner.

Parents of every child enrolled shall be notified immediately if any communicable disease has been introduced into the program: Parents must be notified if their child is hurt and becomes ill.

Medications must be labeled with instructions and must be kept under lock. Documentation of administration and side effects of any medication given must be kept. Smoking is not permitted in the presence of children.

The diapering area must be appropriate, near hand washing lavatory and cleaned after each diaper change.

B. Staff Health

Staff must have documentation that the staff person is capable of safely and appropriately providing care for children in a group setting. The documentation shall be on file within ten (10) calendar days of employment or starting to work.

A statement of mental or emotional health shall be obtained from a psychiatrist or clinical psychologist when deemed necessary by the Department.

Physicals are required every 3 years.

C. Safety

There shall be a staff member present at all times who has current certification in CPR and first aid training.

A first aid kit must be on the premises as well as a first aid chart. There shall be no firearms on the premises.

Emergency telephone numbers shall be posted next to all telephones and be readily available to any staff member.

Kitchen knives and other potentially dangerous utensils or tools shall be secured so that they are not accessible to children.

7. Food, Chapter Section 0520-12-01-.11

A. Nutritional Needs

Children will receive meals and snacks based on the amount of time spent in the program. Menus must be posted. Consideration must be given to daily food requirements when planning menu. Special diets and instructions must be provided in writing.

New foods shall be introduced to infants and toddlers one at a time over a five (5) to seven (7) day period with parent's approval.

Parents and caregivers shall work together when weaning an infant to insure consistency in the weaning process. Weaning shall be delayed until after an infant adjusts to group care.

B. Meal Service

At mealtime, children shall be seated at appropriately sized tables and chairs, and adults shall supervise them in accordance with subsection 0520-12-01-.06(1)(d). Milk shall be placed immediately in the refrigerator.

All formulas remaining in bottles after feeding shall be discarded.

Previously opened baby food jars shall not be accepted in the center. If food is fed directly from the jar by the caregiver, the jar shall be used for only one feeding.

Infants shall be held while being fed as long as they are unable to sit in a high chair, an infant seat, or at the table.

8. Physical Facilities, Chapter Section 0520-12-1-.12

All facilities shall annually pass an inspection verifying compliance with all applicable state and local fire and environmental requirements.

There shall be a working telephone in the center.

A minimum of thirty (30) square feet of usable indoor play space shall be provided for each child. Outdoor play areas shall contain a minimum of fifty (50) square feet of usable play space for each child using the area at one time.

9. Care of Children with Special Needs, Chapter Section 0520-12-01-.14

When children with special needs are enrolled, all reasonable and appropriate efforts shall be made to provide those children equal opportunity to participate in the same program activities as their peers.

Adaptations to the environment shall be directed toward normalizing the lifestyle of the child with a disability by helping him/her become independent and develop self-help skills.

The program shall inform parents of any specialized services available from the program, and if the program is aware of any specialized services available through third parties, shall additionally inform the parent of such services. Governing agency shall develop policies and procedures, in accordance with 0520-01-09-.23, governing personnel authorized to use isolation and restraint, training requirements and incident reporting procedures.

10. After School Programs serving Adolescents Chapter Section 0520-12-01-.15

Rules are modified to meet the appropriate developmental stages of the adolescent regarding staff ratios and supervision as well as activities appropriate for this age group.

**COMPLAINT HOTLINE: (LONG DISTANCE) 1-800-462-8261
(NASHVILLE AREA) 615-313-4820**



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