



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

DISTRICT-WIDE BEFORE AND AFTER SCHOOL CHILD CARE PROVIDER

RFP 20-100-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	December 11, 2019
Provider Questions due	December 18, 2019, 2:00 p.m. MST
RFP Closing Date	January 14, 2020, 2:00 p.m. MST
Proposal Consideration Period	January 15 - 21, 2020
Provider Presentations	Week of January 27, 2020
Anticipated Award Announcement	February 3, 2020

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**REQUEST FOR PROPOSAL
DISTRICT-WIDE BEFORE and AFTER SCHOOL CHILD CARE PROVIDER
RFP 20-100-001**

Poudre School District (the District) is seeking proposals from experienced, highly qualified and licensed child care providers to operate before and after school child care at District elementary school locations.

A copy of the RFP and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on December 18, 2019. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in an addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

At no time during the solicitation process, will communication regarding this RFP be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on January 14, 2020. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on January 15, 2020. During the proposal consideration period, the District may ask questions of and/or request additional information from Providers who have submitted proposals. Selected Providers may be requested to give presentations to District staff regarding their proposals.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with Poudre School District R-1 is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Karen Wailly
Senior Procurement Agent

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BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

1.0 GENERAL CONDITIONS

- 1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.3 Proposals must meet or exceed specifications contained in this document.
- 1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Provider. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Provider (and its employees, representatives and subcontractors) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The successful Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this Request for Proposal (RFP), other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.9 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Provider believes they are confidential. The District, not Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 1.11 The accuracy of the solicitation is the sole responsibility of the Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.
- 1.12 For services requiring Provider's presence on District property and the project site(s), the Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

- 1.13 The successful Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Purchasing and Materials Management Department.
- 1.14 Providers are required to submit the name, address, phone number, email address and contact person of at least three (3) references for which your company has completed similar services as those requested in this RFP in the past twelve (12) months.
- 1.15 Provider must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Provider. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.16 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Provider as deemed in the best interest of the District.
- 1.17 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 1.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.19 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Providers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.20 The District reserves the right to negotiate further with one or more Provider or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Provider to provide the services called for under the RFP and/or represented in the Provider's response. Providers shall timely provide information to the District in connection with such inquiries and investigations. Providers may be asked to give presentations to the District regarding their proposals.
- 1.21 Should the District determine, in its sole discretion, that only one Provider is fully qualified or that one Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Provider.

- 1.22 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an agreement cannot be performed as a result of such action, the agreement may be terminated.
- 1.23 The initial agreement between the District and the awarded Provider is planned to commence upon full execution of the agreement and shall continue in full force and effect through and including June 30, 2020, unless terminated earlier by the District as in section 1.25 below.
- 1.24 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.
- 1.24.1 Extension of the agreement beyond the initial period is a District prerogative and not a right of the Provider. The prerogative will be exercised only when such continuation is clearly in the best interest of the District.
- 1.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 1.23 and 1.24 above, the District may terminate the agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 1.26 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event shall the District's obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.27 In the event it becomes necessary for either party to institute litigation or mutually agreed-upon arbitration proceedings to enforce any provision of the agreement, the substantially prevailing party in such litigation or arbitration shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 1.28 Independent Provider
- 1.28.1 The Provider shall provide the services as an independent Provider of the District. As such, the Provider shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

1.28.2 The Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Providers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.28.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Provider and the District. The future Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Provider and shall not represent itself to be a partner, agent or representative of the Provider.

1.29 Certification Regarding Illegal Aliens

1.29.1 The Provider certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement and will not enter into an agreement with a subcontractor that fails to certify to the Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. The Provider also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through the Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.29.2 The Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement is being performed. If the Provider obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, the Provider shall notify the subcontractor and the District within three (3) days that the Provider has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If the Provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after

hiring an employee to provide services under this agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

1.30 Qualifications

1.30.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Provider to perform the work and the Provider shall furnish to the District all such information and data for this purpose as may be requested.

1.30.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Provider fails to satisfy the District that such Provider is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.

1.31 Miscellaneous

1.31.1 **Governing Law.** An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

1.31.2 **Equal Opportunity.** The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

1.31.3 **Appeal of Award.** The Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services Manager within seventy-two (72) hours after the receipt of the notice of award in accordance with District Policy DJB.

1.31.4 In the event the awarded Provider defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next highest scoring Provider in line or from other sources during the remaining term of the terminated/defaulted agreement.

1.31.5 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a proposal or to procure an agreement for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.

1.31.6 Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Provider's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.

1.31.7 The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.32 Warranties

Acceptance of an agreement as a result of this Solicitation, in addition to the guarantees and warranties provided by law, Provider expressly guarantees and warrants the following:

1.32.1 The articles and/or services to be delivered hereunder will be in full conformity with the specifications and requirements of this solicitation and agreed that this warranty shall survive acceptance of delivery and payment for the services provided and accepted.

1.32.2 The services to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Provider will at their own expense, defend all actions or suits charging such infringement. The Provider will save and hold harmless the Poudre School District, its Board of Education, officers, employees, agents and representatives from any and all claims, losses, liabilities and suits arising there from.

1.32.3 The services to be delivered hereunder will be provided in compliance with all applicable Federal, State and Local laws and regulations.

1.32.4 Nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

1.33 Cooperative Purchasing Efforts

1.33.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.33.2 These organizations include:

- Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

- Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.
- Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.33.3 Members of these organizations, at their discretion, may request use of the agreements or awards that result from this solicitation. Each governmental entity which uses an agreement(s) resulting from this solicitation would establish its own agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Provider. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Provider as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

- 1.34 Prior to and as a condition of any Provider's employees providing services under an agreement resulting from this solicitation, Provider shall require each such employee to submit to fingerprinting and a background check and shall promptly furnish a copy of the employee's background check results to the District's Director of Records and Risk Management. Fees associated with fingerprinting and background checks shall be the responsibility of the Provider or employee. Provider shall ensure that no employee whose background check indicates it is inappropriate for him/her to work with children, or to whom the District objects based on the background check results, provides any services under a resulting agreement.
- 1.35 Provider shall notify both the District's Director of Records and Risk Management and the Assistant Superintendent of Secondary Schools of any and all information as soon as possible after Provider learns of it, regarding actual or alleged misconduct involving any employees of the Provider who are providing or may provide Services under a resulting agreement that: (a) concerns a current or former student of the child care program; (b) concerns any child under 18 years of age; or (c) reasonably indicates that it may be inappropriate for the employee to work with children.

2.0 SPECIAL CONDITIONS

- 2.1 Child care services are to be exclusively for Poudre School District students.
- 2.2 The District will afford Provider access to a designated program room inclusive of thirty (30) square feet of storage space. Provider may use kitchen facilities after completing sanitation training by a District kitchen manager. Provider will not have access to any storage within the kitchen and shall not store any food, utensils, or products of any kind within the kitchen facilities.
- 2.3 The site will not include a washer or dryer, so off-site laundry will be the responsibility and expense of the Provider.
- 2.4 Supplies and food for before and after school care will be the responsibility and expense of the Provider.
- 2.5 Provider must meet all necessary child care licensing and insurance requirements, including adhering to ratios as required under the Colorado Child Care Licensing Act. Provider must adhere to the Colorado Department of Public Health and Environment's Rules and Regulations Governing the Health and Sanitation of Child Care Facilities in the State of Colorado.

3.0 SCOPE OF WORK

The successful Provider will provide an agreement [one (1) year with four (4) one-year extension options] to operate before and after school child care at District elementary school locations. Requirements for this agreement include hiring and evaluating qualified staff; providing policy handbooks / standard operating procedures (SOP) for parents and staff, as well as ensuring policies are followed; providing an environment that supports students' academic pursuits; providing liability insurance; ensuring that all child care program licensing requirements are met; maintaining accurate records; and managing the day to day business operations of a before and after school child care program. Providers responding to this RFP are encouraged to be very specific and detailed in their responses. The responses will be evaluated for quality, comprehensiveness, experience, and deliverables meeting the scope of work, specifications and criteria as identified in this RFP document.

- 3.1 The successful Provider will engage in a close relationship with the District to set up and establish a before and after school child care program for elementary students (kindergarten through fifth grade) at multiple or all elementary locations, with a required minimum bid of three (3) locations.
- 3.2 The program shall be open for care from 6:30 a.m. MST until the first bell, and from the final bell until 6:00 p.m. MST on days that District schools are open for operation and teachers are on duty. See Exhibit A – 2019-2020 District Calendar.
 - 3.2.1 Provider will not be charged a Facility Use Rental Fee for before and after school child care services.
- 3.3 The program shall also be open for care from 6:30 a.m. MST to 6:00 p.m. MST on days that District elementary schools are not in session, excluding days when all schools and offices are closed. See Exhibit A – 2019-2020 District Calendar.

- 3.3.1 Provider will be charged a Tier 2 Facility Use Rental Fee. See Exhibit B – Facility Use Fee Schedule for programming provided on days when elementary schools are not in session, inclusive of summer, winter, and spring breaks.
- 3.4 Provider may elect to bid on a minimum of three (3) elementary locations to a maximum of all thirty (30) elementary locations.
- 3.5 Requirements for this solicitation and resulting agreement include all aspects of operating the Program including, but not limited to:
 - 3.5.1 Hiring, compensating, and evaluating qualified staff;
 - 3.5.2 Providing policy handbooks for parents and staff, as well as ensuring policies are followed;
 - 3.5.3 Implementing a quality before and after school child care program that supports students' academic pursuits;
 - 3.5.4 Providing liability insurance;
 - 3.5.5 Maintaining equipment/furnishings;
 - 3.5.6 Ensuring that all child care program licensing requirements are met;
 - 3.5.7 Maintaining accurate records; and
 - 3.5.8 Managing the day to day business operations of a before and after school child care program.
- 3.6 Mandatory Requirements
 - 3.6.1 General
 - a. Evidence of successful operation of similar program or center for at least (5) years
 - b. Evidence of ability to meet all requirements of state and local licensing agencies in another program or center
 - 3.6.2 Staffing
 - a. Evidence of experience with hiring and retaining qualified child care staff
 - b. Evidence of employee evaluation system in place or similar program
 - c. Evidence of ability to provide qualified administrative staff
 - d. Staff handbook / SOP to minimally include:
 - 1. Minimum and desired job qualifications for all other staff position
 - 2. Grievances procedures
 - 3. Probation policies
 - 4. Guidelines for treatment of children, including age appropriate methods for guidance and discipline
 - 5. Health and safety guidelines
 - 6. Communication with parents and other staff
 - 7. Training requirements

3.6.3 Child Care Services, Programs and Curriculum

- a. Evidence of practice that supports behavior needs, including intervention when a concern is noted
- b. Plan for documenting and identifying all visitors to the sites to ensure the safety and security of children and to help family members identify visitors
- c. Plan for volunteer screening and orientation

3.6.4 Business Operations

- a. Policies that demonstrate understanding of confidentiality
- b. Evidence of system for maintenance of client files and student records, including those required by state and local agencies
- c. Plan that includes all days when school is not in session as designated by the current District calendar. See Exhibit A – 2019-2020 District Calendar.

3.6.5 Food Service Plan

- a. Snack plan that meets the minimum nutritional levels as recommended by the United States Department of Agriculture
- b. Snack plan to include the method for provision of all food and beverages either within the site or through an outside source
- c. Plan to include methods for accommodation of children's food allergies as well as options for families to bring food from home
- d. Cost for snacks included in the weekly/monthly fee

3.6.6 Pricing and Fees

- a. Fee schedule for private pay in line with average costs child care in Larimer County
- b. The complete cost to the family for services outlined in this RFP. For each item, indicate if the cost is for before, after, before and after, or out days
- c. Providers are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to the family in their RFP responses, such as ability to provide discounts to District employees. Attach and label as "Added Value."

4.0 PROVIDER'S QUALIFICATIONS

4.1 Provide a brief description of your firm including:

4.1.1 Names of principal owner(s), partner(s) or officer(s)

4.1.2 Length of time the firm has been in business under the current legal name

4.1.3 Number of offices and locations located in Colorado and/or nationwide

4.1.4 Principal owner, partner, or officer that would oversee the District's account

- 4.1.5 A dedicated sales representative or dedicated point of contact with a direct phone number and/or email address for District use.
- 4.2 Indicate the proposed number of supervisory and management personnel who would be assigned to administer the District's program and give details regarding:
 - 4.2.1 Title and position of each
 - 4.2.2 Experience with similar programs
 - 4.2.3 Length of time with your firm
 - 4.2.4 Specific elementary child care experience and qualifications
- 4.3 Indicate the anticipated number of other employees who would be assigned to the District's program, including job titles of each employee.
 - 4.3.1 Include percentage of employee turnover your firm has experienced in the last two (2) calendar years.
- 4.4 Include a written narrative demonstrating Provider's ability to satisfy the Scope of Work listed in Section 3.0. Within the narrative, clearly address each specific item listed in the Scope of Work.
- 4.5 Include copies of the following
 - 4.5.1 Anticipated fee schedule, to include tuition assistance or sliding scale eligibility, District employees and community members
 - 4.5.2 Policy handbook / SOP for staff and parents (currently being utilized in an operating program)
 - 4.5.3 Sample daily schedule from a current program
 - 4.5.4 Sample food menu
 - 4.5.5 Sample curriculum or outline of academic support offered during the program
 - 4.5.6 Any anticipated partnerships with other organizations
 - 4.5.7 Any other relevant documentation necessary to demonstrate ability to satisfy the scope of work for this program
- 4.6 Include a statement regarding any previous violations of State, Federal or local guidelines for which Provider was cited and became a matter of record.
- 4.7 Provide names, addresses, phone numbers, email addresses and length of service for three (3) Colorado references (Section 7.0).
- 4.8 Describe any additional special programs or areas of emphasis that would be considered beneficial in helping the District understand your firm's level of expertise.

5.0 EVALUATION AND AWARD OF AGREEMENT

- 5.1 A proposal award shall be made to the lowest responsive, responsible Provider meeting the specifications and deemed in the best interest of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar programs, and references. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.2 Amendments or clarifications to the submitted proposals not required by the District's evaluation committee will not be accepted, nor considered following the opening of proposals.
- 5.3 Award is contingent upon the successful negotiation and execution of an agreement between the District and the selected Provider(s). Failure or refusal to execute the agreement document(s) as accepted, within the required time period, shall be cause for immediate cancellation of the award. The successful Provider(s) will be required to enter into and sign a formal agreement with the District with reasonable adjustments acceptable to the District.
- 5.4 The agreement will be in effect for the duration of the agreement period. The agreement language will control over any language contained within the solicitation that conflicts with the fully executed agreement.

6.0 REVIEW AND ASSESSMENT

- 6.1 District staff will be assembled to evaluate responses to this RFP.
- 6.2 Providers will be evaluated on the criteria listed below. These criteria will form one basis for review of the written proposals. Proposals will be evaluated on a cumulative point system.

RFP Reference	Criteria	Points
3.1	Number of child care program locations	20
3.2, 3.3	Ability to provide care on school days and non-school days	15
3.6.1	General	10
3.6.2	Staffing	10
3.6.3	Child Care Services, Program and Curriculum	30
3.5, 3.6.4	Business Operations	10
3.6.5	Food Service Plan	10
3.6.6	Pricing and Fees	40
4.0	Provider’s Qualifications	15
7.0, 8.0	References	10
	Total Possible Points	170

- 6.3 The District may elect to interview one (1) or more Providers submitting a proposal, but is not required to do so. Interviews will be evaluated.
- 6.4 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be beneficial in evaluating the Provider’s proposal.
- 6.5 Provider(s) selected for an interview will be expected to make an introductory presentation followed by a question and answer period, at a date, time and location identified by the District.

7.0 REFERENCES

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RFP #20-100-001**

References are mandatory – Provide three (3) Colorado references.

7.1 Company/Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/services provided _____

Dates work/services were provided _____

7.2 Company/Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/services provided _____

Dates work/services were provided _____

7.3 Company/Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/services provided _____

Dates work/services were provided _____

8.0 REFERENCE EVALUATION - TOP RANKED PROVIDER(S)

The District will check references using the following criteria. The evaluation rankings will be labeled as Satisfactory or Unsatisfactory.

QUALIFICATION	STANDARD
8.1 Overall Performance	Are you pleased with the services provided? If given the choice, would you choose to continue utilize this company/person for child care services? How many years have the services been provided?
8.2 Services Provided	How many years, and in what context, have the services been provided? Specify the exact services currently in use.
8.3 Contractual Adherence	Has the Provider met and/or exceeded the terms and conditions of the established agreement? Has the Provider met your needs for services in an effective matter?
8.4 Completeness	Was the Provider responsive to your concerns and needs? Did the Provider anticipate problems? Were problems solved quickly and effectively?
8.5 Budget	Was the original Scope of Work completed within the project budget? Were there any costs associated with the services you were not expecting? If so, what was the reason behind the costs and how was the change in costs communicated to you?

9.0 INSURANCE

Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverage and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Provider has assumed in section 9.1 below.

Commercial General Liability

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an "occurrence" basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance
- f. Volunteers shall be included as insureds
- g. Coverage shall not exclude claims for sexual abuse/molestation
- h. Coverage shall not exclude claims for corporal punishment

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (only if Provider operates vehicles in performing any services under this agreement)

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

Workers' Compensation and Employers' Liability*

- a. State of Colorado Statutory
- b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

* This requirement shall not apply if Provider is exempt under the Colorado Workers' Compensation Act **AND** if Provider has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

9.1 Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Provider's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 9.1 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

10.0 **PROPOSAL CERTIFICATION FORM**

**REQUEST FOR PROPOSAL
BEFORE and AFTER SCHOOL
CHILD CARE PROVIDER
RFP 20-100-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on January 14, 2020.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Provider issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the Provider in conjunction with this Solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The Provider will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the Solicitation and/or the company’s proposal responding to the Solicitation.
- The Provider meets or exceeds all of the required criteria as specified by this Solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The Provider’s proposal is being offered independently of any other Provider and in full compliance with the terms specified in the Solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the Solicitation opening.

Provider Name _____

Signature of Agent _____

Printed Name _____

Title _____

E-mail address _____

Mailing address _____

Phone number _____

Contact Person _____
(if different from Agent – include email address and phone number)

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

11.0 MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals **must** be organized in the manner specified below:

11.1 Title Page

11.1.1 Show the Solicitation subject, the name of the proposing firm, local address, telephone number, email address and name of the contact person and the date.

11.2 Table of Contents

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

11.3 Letter of Transmittal – Limit to three (3) pages.

11.3.1 Briefly state the Provider's understanding of the services to be provided. Make a positive statement that deadlines specified in the Solicitation will be met.

11.3.2 State the names of the persons who will be authorized to make representations for the Provider, their titles, addresses, phone numbers, and email addresses.

11.4 Provider's Approach

11.4.1 Submit a work plan to accomplish the tasks identified in the Scope of Work in Section 3.0.

11.5 Summary of Provider's Qualifications

11.5.1 Respond to each line item, in the same sequence and labeled as such, in Section 4.0 - Provider's Qualifications.

11.6 References

11.6.1 Provide references (organizations/names, contact names, addresses, phone numbers and email addresses) and submit the completed form in Section 7.0.

11.7 Pricing and Fees

11.7.1 Submit pricing and fees as described in Sections 3.6.6 and 4.5.1.

11.8 Proposal Certification Form

11.8.1 Submit the completed Proposal Certification Form in Section 10.0.