

# POUDRE SCHOOL DISTRICT R-1 REQUEST FOR PROPOSALS

## EARLY HEAD START PROGRAM

RFP 22-A90-001

## **PROPOSAL SCHEDULE**

RFP Posted to BidNet

**Questions due in BidNet** 

**Q&A Posted to BidNet (Tentative)** 

**RFP Closing Date** 

**RFP Evaluation Completed** 

**Interviews and Center Visits** 

**Implementation Date** 

November 19, 2021

December 7, 2021, 2:00 p.m. MST

**December 10, 2021** 

December 21, 2021, 2:00 p.m. MST

January 31, 2022

February 1 - 28, 2022

**November 1, 2022** 

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## REQUEST FOR PROPOSALS EARLY HEAD START PROGRAM RFP 22-A90-001

Poudre School District (the District) is requesting electronic proposals from professional and qualified Contractors to provide licensed childcare centers in Larimer County and services in accordance with the specific Head Start and Early Head Start standards, provisions, and requirements as described in this Request for Proposals (RFP).

The District shall provide copies of this RFP to Contractors through the electronic solicitation platform <a href="www.bidnetdirect.com">www.bidnetdirect.com</a> where registered Contractors are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their Contractor's response thereto. The District may provide copies of this RFP to other Contractors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on December 7, 2021. Questions received after the 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 a questions and answers document via <a href="https://www.bidnetdirect.com">www.bidnetdirect.com</a>

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

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the <a href="www.bidnetdirect.com">www.bidnetdirect.com</a> electronic solicitation portal on or before <a href="2:00 p.m. MST on December 21, 2021">2:00 p.m. MST on December 21, 2021</a>, at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Contractor to see that the proposals are submitted through the BidNet portal by the submission deadline.

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 the District 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,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

## REQUEST FOR PROPOSALS EARLY HEAD START PROGRAM RFP 22-A90-001

#### **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 extracurriculars 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:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

Our Early Childhood programs/partnerships include:

- 22 elementary sites with more than 35 classrooms for EC learners
- Slots for more than 1,000 students
- Full day, ½ Day options
- Community partnership sites for EHS and CPP
- Multiple funding sources including Head Start, Early Head Start, Integrated Services, Colorado Preschool Program and Tuition Based.

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.

#### **GENERAL INFORMATION**

Research shows that quality early infant and toddler programs make a difference. "The quality of early childhood education is critical in determining whether it helps a child develop a strong foundation for future learning and development. It is not appropriate for infant and toddler

children to be enrolled in a program that does not demonstrate the capacity to deliver high quality, developmentally appropriate services" (Colorado Department of Education).

Early Head Start (EHS) focuses on the current best practices essential to quality programs: child development, family development, community building, and staff development, all of which are embedded in the Head Start Performance Standards. The services provided by EHS programs are designed to reinforce and respond to the unique strengths and needs of each child and family. These services include:

- Quality early education both in and out of the home;
- Home visits; especially for families with newborns, older infants, toddlers, and those expecting the birth of a child.
- Parent education, group socializations, and family activity nights, including parent-child activities;
- Comprehensive health and mental health services, including services to women before, during and after pregnancy; Nutrition;
- Ongoing support for parents/guardians through case management and peer support groups.

A detailed description of the Prenatal to Three/Early Head Start program can be located at the Head Start Knowledge Center website: http://eclkc.ohs.acf.hhs.gov

Every member of the early childhood team makes a difference. The District looks forward to partnerships with all of our highly qualified licensed childcare center partners.

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## 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 Contractor 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 Contractor. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.6 Each Contractor (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 Contractor 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 Contractor 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 Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor 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 Contractor. No changes in the proposal shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Contractor's presence on District property and the project site(s), the Contractor must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Health Standards. The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.
  - 1.13.1 Contractor shall ensure all individuals providing services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
  - 1.13.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor services, with or without prior notice.
- 1.14 The successful Contractor is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.15 Contractors 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.
- 1.16 Contractor 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 Contractor 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 Contractor 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 Contractor. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 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 Contractor as deemed in the best interest of the District.
- 1.18 There is no expressed or implied obligation for the District to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request.

- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.20 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, Contractor are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.21 The District reserves the right to negotiate further with one or more Contractors 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 Contractor to provide the services called for under the RFP and/or represented in the Contractor's response. Contractors shall timely provide information to the District in connection with such inquiries and investigations. Contractors may be asked to give presentations to the District regarding their proposals.
- 1.22 Should the District determine, in its sole discretion, that only one Contractor is fully qualified or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor.
- 1.23 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 a contract cannot be performed as a result of such action, the contract may be terminated.
- 1.24 The District intends for the contract to commence on November 1, 2022 upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including October 31, 2023, unless earlier terminated by the District as provided in Section 1.27 below.
- 1.25 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 November 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term.
- 1.26 Pricing will be firm for the initial term of the agreement and increases thereafter, if any, must be submitted in writing to the District for review at least sixty (60) calendar days prior to the end of the agreement. If the proposed price increases are not approved the District may opt not to renew the contract and may choose to resolicit new Contractor(s).
- 1.27 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and

- appropriation of sufficient funds for each fiscal year (July 1 June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.28 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this contract.

#### 1.29 Independent Contractor

- 1.29.1 The Contractor shall provide the services as an independent Contractor of the District. As such, the Contractor 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.
- 1.29.2 The Contractor 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 suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.
- 1.29.3 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 Contractor and the District. The future Contractor 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 Contractor and shall not represent itself to be a partner, agent or representative of the Contractor.

#### 1.30 Certification a Worker Without Authorization

1.30.1 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Contractor 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 Contractor'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).

1.30.2 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall notify the subcontractor and the District within three (3) days that Contractor 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 worker without authorization. Contractor 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 Contractor 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.

#### 1.31 Qualifications of Contractor

- 1.31.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the District all such information and data for this purpose as may be requested.
- 1.31.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the District that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

#### 1.32 Miscellaneous

- 1.32.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Contractor, the recommended Contractor will work with the District's Contract Administrator to successfully negotiate a contract/agreement.
- 1.32.2 Governing Law and Venue. A contract 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.
- 1.32.3 Equal Opportunity. It is agreed that no otherwise qualified Intern shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
- 1.32.4 Appeal of Award. The Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.
- 1.32.5 In the event the awarded Contractor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocure the Services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Contractor any differences between its price and the price to be paid to the next lowest Contractor, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.32.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract 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.
- 1.32.7 For the purposes of solicitation evaluation, Contractor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Contractor'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. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Contractor's proposed variations.
- 1.32.8 Sustainability. 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.

#### 1.33 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:

- a. Colorado Educational Purchasing Council (CEPC) A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- b. 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.
- c. 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 contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Contractor. 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 Contractor 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.

## 2.0 SCOPE OF WORK AND REQUIREMENTS

The District is requesting electronic proposals from professional and qualified Contractors to provide quality early infant and toddler program on behalf of Early Head Start Program for the District. Requirements for this project include but are not limited to:

2.1 The number of children in a District infant and toddler classroom shall not exceed 8 (eight).

- 2.2 The adult/child ratio shall be 1:4.
- 2.3 All facilities that include Early Head Start (EHS) children shall be licensed by the Colorado Department of Human Services (CDHS), and all classrooms shall be committed to using the Head Start Performance Standards (HSPS) as indicators of developmentally appropriate practice in a high-quality program (<a href="http://eclkc.ohs.acf.hhs.gov">http://eclkc.ohs.acf.hhs.gov</a>).
  - 2.3.1 Any change in CDHS Licensure status shall be communicated to the District Early Childhood Education (ECE) program within three days of notification by the State. Licensure status may be grounds for termination of the contract. <a href="https://www.coloradoofficeofearlychildhood.com/oec/OEC\_Providers?p=providers&s=Rules-and-Regulations&lang=en">https://www.coloradoofficeofearlychildhood.com/oec/OEC\_Providers?p=providers&s=Rules-and-Regulations&lang=en</a>
- 2.4 Designated or primary teachers shall complete the four (4) Teaching Strategies (TS) Gold introduction training modules and the inter-rater reliability assessment within six weeks of employment. Teaching assistants shall complete the four (4) TS GOLD introduction training modules, but are not required to complete the inter-rater reliability assessment. Both primary and assistant Teachers can record and enter anecdotes into the TS GOLD system. Only primary teachers can score the TS GOLD objectives at benchmarking deadlines. The results of the evaluations should be used to guide the professional development plan for the teachers and the childcare site. Teachers are required to be a current Early Childhood Credentialed Professional Level 2, Version 3.0 in the Professional Development Information System (PDIS). (www.coloradoshinesPDIS.com) Teachers attend staff development opportunities throughout the year.
- 2.5 Teachers shall attend bi-weekly meetings with the assigned District EHS family mentor to discuss child individual learning plans and caseloads.
- 2.6 Directors and education coordinators shall meet quarterly with District EHS lead staff, to discuss challenges and successes of partnership.
- 2.7 Copies of the personnel files of the Contractor shall be maintained onsite following licensing rules for staff files at Contractor's place of business and be accessible to the District upon request. Teachers shall be an early childhood credentialed level two, version 3.0 qualification at PDIS. Assistant teachers shall be an early childhood credentialed level one, version 3.0.
- 2.8 District ECE must be notified of changes in teaching staff within five days.
- 2.9 An approved training plan shall be in place within thirty (30) days of contract commencement.
- 2.10 The agency/organization shall participate in all data collection requirements as laid out by the District EHS program guidelines, including three assessment reporting periods using the District ECE assessment. The agency/organization also agrees to give teachers weekly access, outside of classroom time, to an internet-connected

computer to enter anecdotal data for District ECE. Three (3) times a year, teachers will also be given two (2) hours per child of outside the classroom internet-connected computer time to score items required for the District required assessment. All lead teachers shall be required to attend the assessment training and become inter-rater reliable before the first assessment reporting period.

- 2.11 Attendance shall be reported on a weekly basis and will confirm the billing statements made at the end of each month. The rate of compensation shall be based on the number of slots used, tracked by child attendance, not the number of total slots. There will be a maximum number of children set for each agency/organization. Payment is made for the number of children enrolled and submitted based on an hourly rate. The number of hours (total) per slot is 1,380 per year.
- 2.12 At the beginning of the contract, payments will begin from the child's start date at the agency/organization. When a child is absent for three (3) consecutive unexcused days the agency/organization will notify the District immediately. The agency/organization will continue to receive funds for ten (10) more days as the District will follow their attendance policy before dropping a child from the program. When a child drops there is a fifteen (15) calendar day grace period to fill that opening. The days from when the child drops until the spot is filled again are paid up to the maximum of fifteen (15) calendar days.
- 2.13 Each agency/organization shall provide a family involvement plan prior to the start of services. The plan shall include at least four (4) family involvement events. Regular invitations to these events shall be extended to the District ECE leadership.
- 2.14 Placements are completed based on qualifying applications, parent request, and the number of partner centers offered with each RFP cycle and slots available at each partner site

## 3.0 COST PROPOSAL

3.1 Contractor shall submit with response pricing and information as described in this table:

Number of slots requesting	
Per hour rate	\$
Number of slots multiplied by hourly rate = total per hour	\$
Total per hour multiplied by 1380 (total hours available) =	\$

3.2 The stated fees shall cover any and all costs incurred by the Contractor for this project as stated in this RFP.

3.3 Describe your budget process and how your hourly rate above was determined.

#### 4.0 EVALUATION AND AWARD OF CONTRACT

The District intends to award the contract to one (1) or more Contractor(s) for this service; the District reserves the right to award services to multiple Contractors if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Contractor(s) program if deemed in the best interest of the District. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

- 4.1 Scoring will be completed for all RFP responses to determine the top Contractors. A similar method will be used for the interviews (if applicable) for the top Contractors in the areas of, but not limited to, facility expansion, learning and physical environment, adult-child interaction, daily routine, staffing qualifications, curriculum, on-site meetings, tuition, health and safety ratings, and budget.
- 4.2 The District may at its discretion, elect to interview one (1) or more Contractors that submit a proposal, but is not required to do so.
  - 4.2.1 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 helpful in evaluating the proposals.
  - 4.2.2 Any Contractor selected agrees to make their center available for visits during the month of February 2022 and to participate in the director interview and teacher interview processes.
- 4.3 Once the evaluation is complete and the Intent to Award has been issued to the recommended Contractor, the recommended Contractor will work with the District's Contract Administrator to successfully negotiate a District agreement.
- 4.4 The categories for consideration during the evaluation are listed in the table below. Some questions are weighted more than others based on level of importance. Any Contractor receiving a score of less than 60 points will not move on to the interview phase of this solicitation.

REQUIREMENT	WEIGHT
Enrollment – Capacity	5
Staffing Patterns	10
Curriculum	10
Facility, including health and safety ratings	10

Program's goals and philosophy	10
Population your program serves	5
Program's history regarding children with disabilities and families with limited English proficiency	10
Plan for continuous quality improvement including administrators, teachers, support staff and facilities.	10
Education, training levels and experience of staff.	10
Family involvement and support component	10
Proposed budget rationale	10

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## 5.0 REFERENCE FORM

## REQUEST FOR PROPOSAL EARLY HEAD START PROGRAM RFP 22-A90-001

**References are mandatory** – List three (3), non-Poudre School District, K-12 education market references, for which your company has completed similar services for projects of similar scope. The District may contact these references during the evaluation process. <u>Client reference letters shall be included in addition to the reference information listed below.</u>

5.1	Company Name	
	Address _	
	Contact Person _	
	Telephone _	
	Email	
	Describe type of we	ork/service performed or items supplied
	71	1 11
5.2	Company Name _	
	Address	
	Contact Person	
	Telephone _	
	Email _	
	Describe type of we	ork/service performed or items supplied
5.3	Company Name _	
	Address _	
	Contact Person _	
	Telephone _	
	Email _	
	Describe type of we	ork/service performed or items supplied

#### 6.0 INSURANCE

Contractor 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. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. 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. Contractor 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. Memorandums of Insurance will not be accepted. 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 Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Contractor has assumed in section 6.1.

#### **Commercial General Liability**

#### **Minimum Limits**

- Each Occurrence Bodily Injury & Property Damage
- \$2,000,000

• General Aggregate

- \$3,000,000
- Coverage shall not exclude claims for sexual abuse/molestation and physical abuse.
- Coverage shall not exclude claims for corporal punishment.
- Volunteers shall be included as insureds.
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and
  volunteers shall be named as an additional insured or covered as an additional insured
  by way of a blanket endorsement and shall be insured to the full limits of liability
  purchased by the Contractor even if those limits of liability are in excess of those
  required by this Agreement.

#### **Professional Liability**

#### **Minimum Limits**

a. Each Occurrence or Wrongful Act Limit

\$1,000,000

b. Annual Aggregate Limit

- \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

**Crime Coverage** (required if agreement includes extensive in-home services)
Minimum Limit Per Loss \$100,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Contractor.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

If the Contractor is physically handling money at a Poudre School District R-1 location, the crime insurance policy must include coverage for Employee Theft of Client Property.

## Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

 Bodily Injury & Property Damage Combined Single Limit

\$1,000,000

• If Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

If services involve transporting students, the following requirements apply:

a. Medical Payment Coverage

\$5,000

b. Poudre School District and its elected officials and employees shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

#### Workers' Compensation and Employers' Liability

If Contractor is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

a. State of Colorado Statutory

b. Employer's Liability \$100,000 Each Accident

\$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee

c. Waiver of subrogation in favor of Poudre School District R-1.

6.1 Contractor 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 Contractor'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 or otherwise in this contract 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.

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## 7.0 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.

#### 7.1 **Title Page**

7.1.1 Show the solicitation subject, the name of the proposing Contractor, local address, telephone number, name and email of the contact person and the date.

## 7.2 **Table of Contents**

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

#### 7.3 **Company Information**

- 7.3.1 Details about ownership of the company.
- 7.3.2 Size of company, including number of offices and number of employees.
- 7.3.3 Location(s) of offices identify which will be the primary location for our account.
- 7.3.4 Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing our account.
- 7.4 **Enrollment** Provide answers to the following:

	7.4.1	As of September 1, 2021, how many Infants and Toddlers did you enroll?  6 weeks to 12 months:  12 months to 18 months:  18 months to 36 months:
	7.4.2	For how many Infant slots are you applying? For how many Toddler slots are you applying? Do you/will you accept: CCAP?
7.5	Capa	city Provide answers to the following:
	7.5.1	How many classrooms currently serve Infant and Toddler Children?
		Full-timePart-time
	7.5.2	Of those classrooms, how many have mixed groups for Toddlers?
		Eull time. Deut time.

	7.5.3	If your facility expanded to include more Infants and Toddlers, to what number of total slots would you like to expand?
7.6	Staff	ing Patterns Provide answers to the following:
	7.6.1	What is your current child to staff ratio for infants up to 12 months? What is your current child to staff ratio for infants up to 18 months? What is your current child to staff ratio for toddlers 18 to 36 months?
	7.6.2	What is your current class size for infants 6 weeks to 12 months? What is your current class size for infants 12 to 18 months? What is your current class size for toddlers 18 to 36 months?
7.7	<u>Curri</u>	<u>culum</u> Provide answers to the following:
	7.7.1	What Curriculum do you presently use for your enrolled Infants?
		On what research is it based?
		What Curriculum do you presently use for your enrolled Toddlers?
		On what research is it based?
	7.7.2	How do you address individual student needs?
	7.7.3	Do you currently use a program evaluation and/or child outcome assessment tool?
		If so, list:
		Would you be willing to share your data? Yes No
7.8	<u>Facili</u>	ty Provide answers to the following:
	7.8.1	What is the average square footage per infant/toddler in each classroom?
	7.8.2	Do you have an indoor gross motor space? Yes No
		If yes, please describe the space and the equipment that is available for the children's use.
	702	Do you have access to an outdoor play charge (alarge and 9 Ver
	7.8.3	Do you have access to an outdoor play space (playground)? Yes No

	children's use.
7.8.4	Is your facility handicapped accessible? YesNo
	Is your facility wheelchair accessible? Yes No

If yes, please describe the space and the equipment that is available for the

#### 7.9 Contractor's Approach

- 7.9.1 Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Contractor's response/information.
- 7.9.2 Any and all assumptions shall be clearly stated in the Contractor's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Contractor's response to be considered non-responsive.

## 7.10 <u>Narrative</u>

Program Outline:

Please use the following outline for your narrative. Narratives are limited to no more than 5 (five) typed pages.

- 7.10.1 Describe your program's goals and philosophy as they relate to infant and toddler education.
- 7.10.2 Discuss the population your program serves to include statements of need, waiting lists, and demographic, family, and community risk factors associated with this population.
- 7.10.3 Discuss your program/agency's history of providing quality early childcare to include statements regarding children with disabilities and families with limited English proficiency.
- 7.10.4 Please provide your Colorado Shines level score, your current state license number and status, and the most recent fire, health department, and Colorado Office of Early Childhood report. Describe your plan for continuous quality improvement and evaluation for your program/agency. Please include plans for administrators, teachers, support staff, and facilities.
- 7.10.5 Describe the education, training levels, and experience of the staff that will provide the infant and toddler care. (Refer to Early Head Start Guidelines)

7.10.6 Describe the family involvement and support component of your programs (i.e. parenting classes, social services, health, dental, special education, etc.). If applicable, describe what services your families need that you are unable to provide (i.e. health or social services) and why.

#### 7.11 **References**

7.11.1 Submit completed reference form in Section 5.0.

## 7.12 **Cost Proposal**

7.12.1 Provide a cost proposal as identified in Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 22-A90-001."

## 7.13 **Proposal Certification Form**

7.13.1 Submit the completed form in Section 8.0.

## 7.14 **Appendices**

7.14.1 The content of this tab is left to the Contractor's discretion. However, the Contractor should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Contractor.

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Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on December 21, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company 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 company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company 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 company 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 company's proposal is being offered independently of any other Contractor and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name:	
Signature of Agent:	
Signature of Agent.	
Printed Name:	
Title:	
E-mail address:	
Mailing address:	
Telephone:	
Contact Person:	
	t, include e-mail 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.