



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

Colorado Preschool Program Services

RFP # 21-19A-001

PROPOSAL SCHEDULE

RFP Issued	December 18, 2020
Questions Due	January 4, 2021 at 2:00pm (MST)
Q&A/Addendum Issued	January 6, 2021
RFP Closing Date	January 18, 2021 at 2:00pm (MST)
RFP Evaluation Completed	January 25, 2021
Interviews & Site Visits	Week of February 1, 2021
Intent to Award Announced	March 2021
Planned Implementation	August 1, 2021

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EXHIBIT D – OBSERVATION WALK-THROUGH RUBRIC https://www.cde.state.co.us/cpp/qualitywalkthrough_digitalversion

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**REQUEST FOR PROPOSAL
COLORADO PRESCHOOL PROGRAM SERVICES
RFP# 21-19A-001**

The purpose of this request for proposal (RFP) is to provide Poudre School District (the District) Early Childhood Program with highly qualified licensed childcare center partners-for the Colorado Preschool Program (CPP). Research shows that quality early childhood education programs make a difference. “Every child, in every community deserves access to high quality, evidence-based early learning experiences. A strong start is crucial to ensuring student’s ultimate success in school, postsecondary education, in the workforce and in life (§22-7-1002). Effective, engaging programming within an aligned system ready for every child will ensure a child’s preparedness to benefit from learning experiences.” (Colorado Department of Education).

The District’s CPP 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 Colorado Quality Standards for Early Childhood Care and Education Services at this link <https://www.cde.state.co.us/cpp/qualitystandards> and Colorado Academic Standards for Preschool and Colorado Early Learning and Development guidelines at this link <https://www.cde.state.co.us/early/preschoolstandardsresources> The services provided by CPP programs are designed to reinforce and respond to the unique strengths and needs of each child and family. The CPP requirements for these services are detailed at this link <https://www.cde.state.co.us/cpp/cpphandbook> (Exhibit B)and include:

- Licensing
 - School District Monitoring
- A High-Quality Program
- Staff Qualification
- Class Size
- Service Hours
- Staff Planning Time
- Child Progress Monitoring
- Individual Learning Plans
- Transitions

A detailed description of the CPP can be located at the Colorado Department of Education’s website following this provided link: <https://www.cde.state.co.us/cpp/> Additional guidance for community providers is offered on the CPP website in the Community Partners Handbook, Exhibit C.

Every member of the early childhood team makes a difference. The District looks forward to partnerships with our highly qualified licensed childcare center partners. The Company or independent Service Provider(s) selected will be expected to provide services in accordance with the specific standards, provisions, and requirements as described in this RFP.

The District shall provide copies of this RFP to Service Providers through the electronic solicitation platform www.bidnetdirect.com where registered Service Providers 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 Service Provider’s response thereto.

The District may provide copies of this RFP to other Service Providers 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 January 4, 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 www.bidnetdirect.com

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 Service Providers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MST on January 18, 2021. at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Service Provider 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,

Kelly Wooden, CPPB, CPPO
Senior Procurement Agent

**REQUEST FOR PROPOSAL
COLORADO PRESCHOOL PROGRAM SERVICES
RFP# 21-19A-001**

BACKGROUND

Poudre School District (the 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 (2) LEED certified school buildings and over thirty (30) Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools, 21 of which have preschool
- 10 middle schools
- 4 comprehensive high schools
- 1 additional elementary school opening in Fall of 2021
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- Online and virtual options

Our Early Childhood (EC) programs/partnerships include:

- 21 elementary sites with 38 classrooms for (EC) learners
- 5 Center Partners with 10 classrooms Centers
- Slots for more than 1,000 students
- Full day and half day options
- Community partnerships for EHS, Colorado Preschool Program (CPP), and Teaching Strategies (TS) GOLD
- Blended funding sources including federal, state and local resources.
- We typically serve 25% of the incoming kindergarten class, from among the most vulnerable families in our community.

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 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.2 Proposals must meet or exceed specifications contained in this document.
- 1.3 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.4 Submission of a proposal in response to this Solicitation is deemed as acceptance of all terms, conditions and scope/specifications contained in the District's Solicitation package initially provided to the Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the Agreement.
- 1.5 This solicitation does not commit the District to pay any costs incurred in the preparation of a proposal or to procure an Agreement for the services. There is no expressed or implied obligation for the District to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this request.
- 1.6 Each Service 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 Service Provider(s) shall furnish all supplies, except as indicated in this document, which conform to all applicable safety codes and regulations.
- 1.8 During the solicitation process and until an award has been announced, communication regarding this RFP will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your proposal from consideration.
- 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 Service 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 Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service 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 Responses 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 the response.

- 1.11 The accuracy of the proposal is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service 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 the Service Provider's presence on District property and the project site, the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 7.0 of this document.
- 1.13 Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 protocols, which shall follow guidance and orders from state and/or local public health officials and the District.
- 1.14 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 Service Provider's services, with or without prior notice.
- 1.15 Should the Service Provider's facility be closed; remote learning services will be expected to continue providing CPP services for children and families. Should the facility need to provide remote services, the facility will need to ensure alignment with any Colorado Department of Education guidelines, updated guidance and maintain equity among students. Communication regarding closures, changes to services, and health-based issues shall be communicated no later than 24 hours from the event. Service Provider and District shall provide a minimum of weekly updates regarding the operations and services.
- 1.16 Should the Service Provider need to provide services in a remote format, reimbursement for slots shall be provided for services which meet the same quality and equity for services provided within the district.
- 1.17 The District can support remote services for technology devices for CPP qualifying families. The Service Provider shall be responsible for providing technology to staff members and to their non-CPP qualifying enrollment.
- 1.18 The successful Service Provider(s) 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.
- 1.19 Service Provider must note in their solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three (3) 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 Service 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 Service 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 Service Provider(s). Nothing contained in the agreement or any subcontract shall create any contractual relation between any subcontractor and the District.

- 1.20 This solicitation does not commit the District to award an agreement. 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 Service Provider as deemed in the best interest of the District.
- 1.21 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.22 Proposals submitted will be evaluated using pre-determined rating criteria. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Providers are encouraged to review the requirements stated in this solicitation document and BidNet for any related addenda to ensure requirements are incorporated in their responses.
- 1.23 The District reserves the right to negotiate further with one or more Service Providers or to request additional information. Should the District determine in its sole discretion that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 1.24 Service Provider may appeal the award by submitting, in writing, a request for reconsideration to the District's Executive Director of Finance.
- 1.25 In the event the District has reasonable grounds to believe that any individual assigned to perform work under 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.
- 1.26 The District intends for the initial agreement to commence on July 1, 2021 (with full execution of the agreement) and shall continue in full force and effect through and including June 30, 2022, unless terminated earlier by the District as in section 1.29 below.
- 1.27 For services provided and at the option of the District, the agreement may be extended beyond the initial term for up to one (1) additional one (1) year term, beginning on July 1 of the subsequent year and is subject to the parties' negotiation of a mutually agreed upon amendment to the agreement for the additional one (1) year term.

- 1.27.1 Extension of the agreement beyond the initial period is a District prerogative and not a right of the Service Provider. The prerogative will be exercised only when such continuation is clearly in the best interest of the District.
- 1.28 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 Service Providers.
- 1.29 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 1.26 and 1.27 above, the District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the service provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the service provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 1.30 In the event the awarded Service Provider(s) defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the services from the next highest scoring Service Provider(s) in line or from other sources during the remaining term of the terminated/defaulted agreement.
- 1.31 Notwithstanding any other term or provision of this Solicitation, 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.
- 1.32 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.
- 1.33 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.
- 1.34 Independent Contractor
- 1.34.1 The Service Provider(s) shall provide the services as an independent contractor of the District. As such, the Service 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.

1.34.2 The Independent 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 contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.34.3 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 service provider and the District. The Service Provider(s) 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 service provider and shall not represent itself to be a partner, agent or representative of the Service Provider(s).

1.35 Certification Regarding Illegal Aliens

1.35.1 Service Provider(s) 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 Service Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Service 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 Service 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).

1.35.2 Service Provider(s) 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 Service Provider(s)

obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Service Provider(s) shall notify the subcontractor and the District within three (3) days that Service Provider(s) 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. Service Provider(s) 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 Service Provider(s) 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.

- 1.36 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider(s) to perform the work and the Service Provider(s) shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider(s) fails to satisfy the District that such Service Provider(s) is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.
- 1.37 The successful Service Provider(s) 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.
- 1.38 Service Provider(s) must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider(s) response, it shall be construed that the response 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.
- 1.39 Cooperative Purchasing Efforts
 - 1.39.1 The 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.

1.39.2 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 one-hundred (100) state, county, and municipal governments; school districts and higher education; and other special districts.

1.39.3 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 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 Service Provider(s).

1.39.4 It is understood and agreed that the Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Service Provider(s) 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 SPECIFIC CONDITIONS

2.1 All changes in proposal documents shall be through written addendum and shall be posted to Rocky Mountain E-Purchasing System (BidNet). 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.

2.2 During the performance of the resulting agreement(s), the Service Provider(s) agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement awarded to the Service Provider(s). The Service Provider(s)' employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Agreement.

- 2.3 The Service Provider(s) shall not assign an Agreement, as a result of this RFP, or any of its rights, interests or obligations without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.4 The services to be delivered hereunder will be provided in compliance with all applicable Federal, State and Local laws and regulations.
- 2.5 Prior to and as a condition of the provision of any Services under this agreement, Service Provider shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Background checks will be ran based on the current Colorado Department of Human Services Licensing Regulations. Service Provider shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this agreement. If the District objects to any Service Provider based on the results of the background check, the Service Provider shall not be allowed to provide services. All information provided and all information received by the District through the Service Provider background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.
- 2.6 Initial notices of actual or alleged misconduct involving Service Provider's employees shall be made by telephone as soon as possible after Service Provider(s) learns of it and shall be confirmed in writing. All subsequent information shall be made in writing as soon as possible after the Service Provider learns of it, to both the District's Director of Records and Risk Management, Director of Early Childhood Program and Assistant Superintendent of Elementary Schools.
- 2.7 Service Provider understands that while performing Services under this agreement, it may have access to information protected from disclosure to third parties under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.). Accordingly, Service Provider hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. At the termination of this agreement or earlier, if requested by the District, Service Provider shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Service Provider violates the terms of this section 2.7, Service Provider agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Service Provider also agrees to indemnify the District, and/or its employees and agents, from

the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

- 2.8 The District in no way guarantees continuous placement of children with the Service Provider(s).
- 2.9 The Service Provider and facility shall insure that any classroom which provides CPP services, students will have a blended funding model. The District will offer slots for no more than eighty percent (80%) of total classroom.

3.0 SCOPE OF SERVICES

The selected Service Provider(s) will provide a quality preschool program on behalf of the District. The Service Provider(s) is required to provide the following:

- 3.1 The number of children in a Poudre School District CPP classroom cannot exceed sixteen (16).
- 3.2 The adult/child ratio is 1:8.
- 3.3 All facilities that include CPP children must be licensed by the Colorado Department of Human Services (22-28-108 (1) (a) C.R.S), and all classrooms must be committed to using the National Association for Education of Young Children (NAEYC) Early Childhood Program Standards, as well as the Colorado Quality Standards for Early Childhood Care and Education, Colorado Academic Standards as indicators of developmentally appropriate practice in a high quality program (refer to: <http://www.cde.state.co.us/standardsandinstruction/GradeLevelBooks>).
- 3.4 Service Provider will contact the parents of each CPP Student the District has placed with the Service Provider, arrange for them to take a tour of the facility and participate in an orientation program, and enroll the student in the preschool program at Service Provider. The Service Provider will also conduct two (2) home visits and one (1) center visit for the family of each CPP Student the District has placed at Service Provider. In addition, the Service Provider will provide four (4) family events during the year for the families of CPP Students the District has placed at Service Provider. The Service Provider will provide the CPP Coordinator a list of these events, dates and times.
- 3.5 Each site will participate in a Classroom Assessment Scoring System (CLASS) evaluation to be performed by a CLASS certified evaluator. In addition, each site should have one of the following evaluations completed: The Teaching Pyramid Observation Tool (TPOT), Colorado Shines, annual licensing inspection reports, or the Early Childhood Environment Rating Scale (ECERS). 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 Group Leader Qualified and to attend staff development opportunities throughout the year. The Service Provider shall provide the District's CPP Coordinator with documentation of

classroom quality reviews/assessments and will also utilize the curriculum fidelity tool if the site uses Creative Curriculum. If the center does not have the fidelity checklist, the district will provide a copy. If the provider does not use the Creative Curriculum, provider may provide a checklist or quality rubric they use with their curriculum to ensure implementation of curriculum with fidelity.

- 3.6 A representative of the Service Provider site is required to attend the monthly Policy Council meeting. A representative of the Service Provider site is required to participate and assist in the outreach and recruitment of the District's CPP. All teachers will participate in one on one check in meetings with the CPP Coordinator as needed. All teachers will attend training, all-staff meetings and CPP meetings provided by the District.
- 3.7 The Service Provider must participate in all data collection requirements as laid out by the CPP guidelines, including three (3) assessment reporting periods using the District Early Childhood assessment. The Service Provider also agrees to give teachers weekly access, outside of classroom time, to an internet-connected computer to enter anecdotal data for the District Early Childhood. 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 Early Childhood assessment. All teachers and assistant teachers will be required to attend the District's Early Childhood assessment training and become inter-rater reliable before the first assessment reporting period. Service Provider assumes all responsibility for the use and care of any technology supplied by the District for use of Teaching Strategies (TS) GOLD. The District pays for the licensing and space for children in our enrollment and child demographics system of record, Child Plus, and manages the systems integrations that pull those children into TS GOLD, where the District also pay for the licensing slots.
- 3.8 The Service Provider will develop and implement an individual learning plan/individualized school readiness plan utilizing the results of TS GOLD for each CPP Student the District has placed at Service Provider, in accordance with the Colorado Preschool Program Act and regulations adopted thereunder.
- 3.9 The Service Provider will provide a substitute teacher to provide three (3) non-student contact days for the teacher(s) of CPP Students to meet the TS GOLD student assessment reporting requirements of the Results Matter Program. The three (3) non-student contact days shall be provided to coincide to the ten (10) days prior to each reporting period.
- 3.10 Attendance will be reported on a daily basis, utilizing the Child Plus system, and will confirm the billing statements made at the end of each month. The rate of compensation is based on the number of slots available, not the number of total slots. There will be a maximum number of children set for each Service Provider. Payment is made for the number of children enrolled based on three-hundred and sixty (360) hours total, spread across four (4) days a week for 2.75 hours a day. Please note that the CPP handbook states: *"For preschool programs the law requires three-hundred and sixty (360) contact hours a year, which is usually ten (10) hours per week. (22-*

32-109 C.R.S.) Classes are to be held for four half days, or the equivalent per week. The fifth (5th) half day should be used for home visits, staff development, or planning. (22-28-108 C.R.S.).”

- 3.11 Service Provider agrees to adhere to the District’s Early Childhood calendar (Exhibit A), as closely as possible, providing written request for changes to that calendar prior to award of the RFP. Service Provider shall request number of slots based on half-day slots.
- 3.12 At the beginning of the contract, payments will begin from the child’s start date at the Service Provider. When a child is absent for three (3) consecutive unexcused days the Service Provider will notify the District immediately. The Service Provider 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.
- 3.13 The service provider will receive payment for attendance listed as “Present,” “Present, Off-site,” and “Excused” absences.
- 3.14 Children are placed based on their neighborhood school and family request. Placements are done equally across both the District’s sites and the community sites based on the receipt of qualifying applications.
- 3.15 The Service Provider will provide the District’s CPP Coordinator at the end of the school year with documentation of the involvement of parents of CPP Students in the Service Provider’s program, including home visits, parent events, and phone contact logs.
- 3.16 The Service Provider will provide the District’s CPP Coordinator at the end of the school year with individualized learning plans/individual school readiness plans utilizing TS GOLD for each CPP Student the District has placed at Service Provider.
- 3.17 The Service Provider will provide an end of school year report to the District’s CPP Coordinator that describes the progress of each CPP Student the District has placed at Service Provider relative to educational and curricular goals in the areas of: (a) general health and attendance; (b) pre-academic skills and learning/attending behaviors; (c) social interactions with peers and adults; (d) problem solving and play skills; (e) oral and written communications abilities; and (f) sensory, fine and gross motor abilities.
- 3.18 As needed, the Service Provider will complete regular teacher/CPP Coordinator meetings to plan and individualize for each student the District has placed at Service Provider.

- 3.19 The Service Provider will participate in regular progress monitoring meetings and monitoring activities conducted by the District in accordance with the Colorado Preschool Program Act and regulations adopted thereunder, and in accordance with the Colorado Department of Education Quality Standards.
- 3.20 The Service Provider will notify the District's CPP Coordinator if, as a result of any personnel changes, Service Provider requires additional staff training.
- 3.21 The Service Provider will provide the District's CPP Coordinator with a professional growth and development plan for the teachers of CPP Students that includes researched based, developmentally appropriate practice around the Colorado Core Competency Domain of Early Childhood Guidance Strategies.
<https://ecpd.costartstrong.org/ets/pages/default.aspx?p=competencies>
- 3.22 The Service Provider will contact the District's CPP Coordinator if additional assistance is needed in order to implement and administer the preschool program at Service Provider as required under the Colorado Preschool Program Act.
- 3.23 The Service Provider shall follow the Child and Adult Care Food Program (CACFP) for providing meals and snacks to students. For District students placed at Service Provider's facility, the Service Provider shall provide the no-cost nutrition meals and snacks for each slot. For slots combined as a full day, the Service Provider shall provide full day food services as defined in CACFP guideline. For slots less than a full day, student shall receive no less than one snack. See exhibit E for more details.
- 3.24 The Service Provider will protect the confidentiality of educational records and personally identifiable information regarding each CPP Student the District has placed at Service Provider in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and in compliance with the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*
- 3.25 The Service Provider will cooperate with the District in the production of documents and the giving of testimony in legal proceedings if a parent or guardian files a complaint with the District or with a federal or state agency, or invokes an administrative hearing, review, and/or court proceedings.
- 3.26 The Service Provider will maintain an inventory of all materials and equipment at Service Provider, purchased with CPP funds, which are District property and shall be returned to the District upon the expiration or termination of this Agreement or its successors.
- 3.27 The Service Provider will refer families of CPP Students the District has placed at Service Provider to appropriate agencies as needed for additional support services.

4.0 PROPOSAL SUBMISSION REQUIREMENTS

All proposals shall be prepared in strict compliance with the proposal format outlined below. Failure to comply with all provisions of this RFP may result in the proposal being disqualified. Service Providers shall submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal but will not be used by the Evaluation Committee in determining the extent to which the proposal is responsive or complete. A slot is defined in section 3.10.

Include the Proposal Certification Form (Section 8.0) with your responses to the following questions. Please address the following in the order listed below.

4.1 Enrollment

4.1.1 How many three and four-year-olds do you typically enroll?

Three-year-olds: _____

Four-year-olds: _____

4.1.2 For how many half-day Poudre School District CPP slots are you applying?

Do you/will you accept: CCAP? _____

4.2 Capacity

4.2.1 Please list the classroom composition and ages.

Age group: _____

Full-time _____ Part-time _____

Age group: _____

Full-time _____ Part-time _____

4.2.2 Do you provide full-time childcare services? _____

4.3 Staffing Patterns

4.3.1 What is your current child to staff ratio for three-year-olds? _____

What is your current child to staff ratio for four-year-olds? _____

4.3.2 What is your current class size for three-year-olds? _____

What is your current class size for four-year-olds? _____

4.4 Curriculum

4.4.1 What curriculum do you presently use for your enrolled four-year-olds?

When was this curriculum adopted?

Describe how the curriculum research basis was evaluated and what group did the curriculum evaluation and adoption work?

What Curriculum do you presently use for your enrolled three-year-olds?

Is it research based?

4.4.2 How do you address individual student needs? Students with special needs?

4.4.3 Does your center currently use TS Gold?

If not, what child assessment is currently in use?

Would you be willing to share your data?

Yes _____ No _____

4.4.4 How does your facility provide time for staff planning and professional development?

4.5 Facility

4.5.1 What is the average square footage per preschooler in each classroom?

4.5.2 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.

4.5.3 Do you have access to an outdoor play space (playground)?

Yes _____ No _____

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

4.5.4 Is your facility handicapped accessible?

Yes _____ No _____

Is your facility wheelchair accessible?

Yes _____ No _____

4.5.5 Does your facility provide transportation for children?

Yes _____ No _____

If yes, to where do you provide transportation?

4.6 Narrative

Program Outline:

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

- 4.6.1 Describe your program's goals and philosophy as they relate to preschool education.
- 4.6.2 Discuss the population your program serves to include statements of need, waiting lists, and demographic, family, and community risk factors associated with this population.

- 4.6.3 Discuss your program/agency's history of providing quality preschool to include statements regarding children with disabilities and families with Limited English proficiency.
- 4.6.4 Describe your plan for continuous quality improvement and evaluation for your program/agency. Please include plans for administrators, teachers, support staff, and facilities.
- 4.6.5 Describe the education, training levels, and experience of the staff that will provide Poudre School District CPP.
- 4.6.6 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.
- 4.6.7 Service Provider shall provide most recent copies of inspections and findings from the Department of Human Services and the Department of Public Health and Environment.
- 4.6.8 How does your facility manage transitions for children?
- 4.6.9 All CPP applicants are required to submit a budget. The budget must also include the number of slots requested, the name of the program, address and the signature of the director. (For reference we have attached a sample budget.) The budget must be turned in along with the proposal and marked: **RFP #21-19A-001 - Budget.**

Poudre School District
Colorado Preschool Program
Sample Budget

Category	Funding Request
Personnel	
• Administrative	\$2,032
• Staff	\$10,275
• Other	
Benefits	\$904
Supplies/Materials	\$186
Equipment	\$175
Staff Development	\$125
Other	\$800
Total	\$14,497
Per Day Rate (Divided by 133 days and 360 hours)	\$109
Per Slot Rate (divide by number of half- day slots)	\$15.57
*Please request the number of half day slots only. Information regarding the ability to pair into full day slots varies from year to year. Information about pairable slots is not determined until CPP allotment is awarded to district from the state.	

*Center partners are not reimbursed for unexcused student absences.

Number of Slots Requested: 7

Name of Program: _____

Address: _____

Signature of Director: _____

5.0 EVALUATION OF PROPOSALS

- 5.1 A submission of a proposal in response to this RFP is an offer to contract with the District based on the terms, conditions scope of services and specifications contained within this RFP.
- 5.2 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from the Service Providers, or to allow corrections of errors or omissions. Amendments or clarifications to submitted proposal not requested by the District will not be accepted, nor considered following the opening of the proposal.
- 5.3 Site visits and the teacher and staff interviews will take place during the month of February 2021. A small team will visit each prospective CPP classroom during class hours. Please identify a staff member or teacher who could participate in a fifteen (15) minute interview with a team member during the visit. If the interview needs to occur before or after class, please let us know and we will schedule an interview at the site or via phone. Site visits will be evaluated using Exhibit D, Observation Walkthrough Rubric.
- 5.4 Site director interviews at Fullana Learning Center will be completed in February 2021. The District Early Childhood Leadership team will schedule individual interviews with each site director.
- 5.5 The Agreement for the District's CPP will be awarded to the Service Provider(s) whose proposal, conforming to this RFP; will be most advantageous to the District, price and other factors considered. Due to the evaluation procedure for the RFP, lowest dollar price may not indicate the successful awardee.
- 5.6 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirement may be eliminated prior to the evaluation.
- 5.7 Scoring will be completed for all RFP responses to determine the top Service Provider(s). A similar method will be used for the interviews for the top Service Provider(s) 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, and budget.

REQUIREMENT	MAX SCORE
Enrollment – Capacity	5
Staffing Patterns	10
Curriculum	15
Facility	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	15
Family involvement and support component	10

6.0 AWARD OF AGREEMENT

- 6.1 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.
- 6.2 Award of proposals shall be made to the responsive and responsible Service Provider(s) meeting the specifications and deemed to be in the best interests of the District. Interviews may be requested with one or more Service Providers. Final evaluation may be based on, but not limited to, any or all of the following: adherence to specifications, performance, previous experience with similar programs, and references.
- 6.3 Award is contingent upon the successful negotiation and execution of an agreement between the District and the selected Service 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 Service Provider(s) will be required to enter into and sign a formal agreement with the District with reasonable adjustments acceptable to the District. 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.

7.0 INSURANCE REQUIREMENTS

Service 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 coverages 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 Service Provider. Service Provider 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 7.0 shall not reduce the indemnification liability that Service Provider has assumed in section 7.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Coverage must be written on an “occurrence” basis.
- d. Volunteers shall be included as insureds
- e. Coverage shall not exclude claims for sexual abuse/molestation
- f. Coverage shall not exclude claims for corporal punishment
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Service Provider 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 Provider 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. Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made

Crime Coverage (for in-home service agreements)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Provider.
- 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.
- f. If the Provider 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 (Only required if Service Provider operates vehicles in performing any services under this Agreement)

Bodily Injury & Property Damage
 Combined Single Limit Minimum \$1,000,000

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 Service Provider even if those limits of liability are in excess of those required by this Agreement.

Workers' Compensation and Employers' Liability*

Minimum Limits

- 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.

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

7.1 Service 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 Service 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 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.

8.0 PROPOSAL CERTIFICATION FORM

**REQUEST FOR PROPOSAL
CPP SERVICES
RFP #21-19A-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on January 18, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Service 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 Service Provider in conjunction with this Solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The Service Provider will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the Solicitation and/or the Service Provider’s proposal responding to the Solicitation.
- The Service 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 Service Provider’s proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in the Solicitation.
- The Service Provider 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.

Service Provider Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail 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 Service Provider may be considered non-responsive and ineligible for the award.

9.0 ADDENDA ACKNOWLEDGEMENT FORM – RFP 21-19A-001

Confirm the following addenda have been received. The modifications to the solicitation documents noted in all Addenda issued have been considered and all costs are included in the Service Provider(s) pricing and fees. It is solely the responsibility of the Service Provider to confirm all project Addenda have been received and included in the submitted solicitation:

Addendum # _____ Dated _____ Signature _____

Addendum # _____ Dated _____ Signature _____

Addendum # _____ Dated _____ Signature _____