

Request for Proposals 20RFP110 Austin ISD – Teen Parent Child Care Services

Date	Event
March 3, 2020 and March 10, 2020	Advertise/Issue Date
N/A	Pre-Proposal Conference
March 11, 2020	Due Date for Questions by 5:00 pm
March 13, 2020	Questions and Answers posted on Contract & Procurement Services' Website
April 7, 2020	RFP opening / due date at 2:00 pm CST
May 18, 2020	AIISD Board Meeting for review/approval

Deliver Sealed Proposals to:

**Austin ISD
Contract & Procurement Services
4000 S. IH-35 Frontage Road, 4th Floor
Austin, TX 78704**

Contact:

**Annie Collier
Assistant Director
Phone: 512-414-2124
annie.collier@austinisd.org**

- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: Questions 20RFP110, Austin ISD – Teen Parent Child Care Services
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- **Proposals are due no later than 2:00 pm on the date indicated.** Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - Required**
 - One (1) hard copy marked “original” – include signed “required” forms
 - One (1) digital copy on a flash drive – include signed “required” forms
 - Requested**
 - One (1) additional digital copy on flash drive
 - One (1) additional hard copies – marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with:
 - Name and address of the Respondent
 - RFP number and title above

Checklist and Submission Guidelines

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.

(This is not a required form, it is not necessary to return this checklist with your proposal.)

Understanding the Proposal

Completed

- ☐ Read entire RFP document, appendices and attachments
- ☐ Review AISD Policy and Provisions on our website: [Policy and Provisions](#)
- ☐ Attend pre-proposal conference (not required)
- ☐ Submit questions properly before deadline
- ☐ Review addenda, Q&A and other additional attachments
- ☐ Review Proposal Format section of RFP

Forms

Completed | Required

- ☐ | ☒ Bid Certification
- ☐ | ☒ Notification of Criminal History of Contractor
- ☐ | ☒ Debarment, Suspension and Ineligibility Certification
- ☐ | ☒ Conflict of Interest Questionnaire (CIQ) – electronic
- ☐ | ☒ Strategic Partner Profile
- ☐ | ☒ EDGAR Vendor Certification
- ☐ | ☐ Software Vendor Certification Form

Submitting the Proposal

Completed

- ☐ Prepare the proposal in the format specified and sign all required forms
- ☐ Submit required hard copy marked “original”
- ☐ Submit requested quantity of digital copies on flash drive
- ☐ Submit requested quantity of hard copies marked “copy”
- ☐ Package proposal in sealed envelope or carton properly labelled
- ☐ Deliver proposal to delivery address by RFP opening / due date and time

Table of Contents

Section I	Introduction
Section II	Historically Underutilized Business (HUB) Program Requirement
Section III	Proposal Format
Section IV	Initial Review of Proposals
Section V	Competitive Selection / Evaluation
Section VI	Scope of Service and Performance Requirements
Section VII	Appendices and Attachments

I. INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “district”) is seeking proposals from local, qualified organizations that are interested in partnering with AISD Teen Parent Child Care Programs to provide child care teachers to serve children six weeks through three years. Funds will be directed from Austin ISD to the contractor providing child care services to eligible children at three child care programs located on high school campuses. Additional staff is needed at each campus to meet ratio requirements as mandated by The Texas Department of Family and Protective Services Child Care Licensing Division and the National Association for the Education of Young Children. The child care services will be provided for the infants and toddlers of teen parents during the regular school attendance days. The provision of child care services to teen parents supports the District’s goal to ensure all students graduate college-, career-, and life-ready. The partnership begins on July 1, 2020 and, if successful, may continue through the 2023-2024 school year.

Each Bidder, by submitting its proposal, agrees that the proposal is subject to the Austin ISD Policies and Provisions and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any contract will incorporate the Austin ISD Policies and Provisions and Standard Terms and Conditions and no commitment exists until a contract is executed by both parties.

II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

III. PROPOSAL FORMAT

A. Preface

The Contractor shall provide an executive summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

B. Proposal

The vendor’s proposal itself shall be organized in the following format and informational sequence:

Section I – Summary of Experience

This section shall contain the full name and address of the contractor submitting the proposal and a brief summary of the contractor’s experience and individual experience for personnel who will provide this product or service.

Section II - Scope of Service

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFP, in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

Section III - Financial Proposal

This section shall contain a straightforward, concise delineation of the contractor's fees to satisfy the requirements of this RFP. It is the contractor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

Section IV – References

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided.

C. Required Forms

Forms are required with **Original response & flash drive only**; they can be excluded from additional requested copies.

Contractor shall execute the following required forms (located on our website: [Required Forms link](#)), and return the **signed original** with the proposal:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- EDGAR Vendor Certification
- Strategic Partner Profile
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).

IV. INITIAL REVIEW OF PROPOSALS

Any contractor determined non-responsible or any proposal determined non-responsive will not be evaluated further. The contractor will be notified of a non-responsible or non-responsive determination.

Responsive

In order for a proposal to be responsive:

- ALL required forms listed above shall be signed and included with proposal;

- Proposal shall be received prior to the RFP opening date at the address listed on the cover page;
- Proposal shall respond to the entire scope of service and performance requirements as requested.

Responsible

In order for a proposal to be responsible, the contractor shall be in good financial standing with the Texas Comptroller of Public Accounts.

V. COMPETITIVE SELECTION / EVALUATION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.

Consistent with state law and district policy, this RFP does not commit the district to award a contract. The district reserves the right to accept or reject any or all proposals and/or award in whole or in part any proposal if the district determines it is in the best interest of the district to do so.

- B. The district anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:

Phase 1: Initial review of the proposal by the district's evaluation team.

Phase 2: Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation. (Optional)

PHASE 1

Points	Item	Detailed Description
30 Points	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service.
20 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including relevant experience of entity to successfully operate proposed program and references.
25 Points	Proposed Services	Quality of services as well as their ability to meet specifications and sustainability requirements and preferences.
25 Points	Financial Proposal	The adequacy and completeness of the financial proposal offered addressing all costs associated with and required to manage and operate the agreement. Program plan meets best value for the District.

- C. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.
- D. If the district determines that additional evaluation steps are required to determine the best value between Contractors, the district reserves the right to consider any or all of the following additional criteria; the proposed price, contractor's experience, references and record for responsibility, or any other relevant factor that the district deems necessary to determine best value.

VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

Term

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to two (2) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional time beyond the final expiration date if necessary to ensure no lapse in service.

Overview

The Austin Independent School District is seeking qualified organizations to provide six (6) child care teachers to deliver high quality early childhood education services to infants and toddlers enrolled in AISD campus-based child care programs for teen parents. The following describes the service and performance requirements that the selected organization will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this selection will result in a loss of evaluation points.

Objectives:

1. To increase academic success, school attendance, and graduation rates of teen parents through the provision of high quality, campus –based child care services.
2. To provide consistent, developmentally appropriate, and emotionally supportive learning experiences to the children of teen parents to establish the foundation for later academic success.

Vendor Criteria:

1. The organization will provide services in accordance with the Austin ISD academic calendar.

2. The organization is in good standing with the Texas Department of Family and Protective Services Child Care Licensing Division (TDFPS).
3. The organization is in good financial standing with the District.
4. The organization will maintain the insurance requirements identified in the partnership agreement.
5. The organization will collaborate with AISD to provide annual training to staff.
6. The organization will collaborate with AISD to conduct annual employee evaluations.
7. The organization has written policies and procedures regarding the hiring, training, and evaluation of staff. The policy manual includes, but is not limited to:
 - Detailed job descriptions for employee positions including specific educational requirements and specialized training required;
 - guidelines for the treatment of children, including age appropriate methods for guidance and discipline;
 - health and safety guidelines;
 - developmentally appropriate curriculum and lesson planning;
 - training requirements and opportunities;
 - details regarding compensation and benefits for each position;
 - employee hiring and grievance procedures;
 - staff records;
 - communication with parents and co-workers; and
 - employee performance evaluation.
8. The organization will provide monthly invoices to Austin ISD based on employee attendance.

Staff Criteria:

1. Each child care teacher meets the minimum qualifications mandated by the Texas Department of Family and Protective Services for child care employees outlined in *Minimum Standards for Child Care Centers*.
2. Child Care teachers will obtain the required twenty four (24) hours of annual training mandated by the Texas Department of Family and Protective Services. Training opportunities must meet the criteria outlined in *Minimum Standards for Child Care Centers*.
3. Child care teachers will adhere to the standards and criteria of the National Association for the Education of Young Children (NAEYC) and Workforce Childcare Solutions Texas Rising Star Program.
4. Child care teachers will adhere to Austin ISD policies related to:
 - Criminal history checks;
 - employee ethics and conduct;
 - employee attendance;
 - employee dress code;

- responsible use of technology;
- student health and safety;
- student guidance and discipline;
- records retention;
- confidentiality; and
- the policies and procedures listed in the District's teen parent child care program staff manuals.

Austin ISD Responsibilities:

1. Austin ISD will provide annual training and professional development opportunities for child care teachers.
2. Austin ISD will collaborate with the organization to conduct annual employee evaluations.
3. Austin ISD will pay the organization monthly based on invoices for employee attendance.

VII. APPENDICES AND ATTACHMENTS

- Appendices (Documents included within this proposal):
 - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
 - Appendix 2 – AISD/Insurance Guidelines for Outside Vendors & Contractors and/or Sole Proprietors
- Attachments (Separate documents available to download):

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

**Contacting Board
Members**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period.

If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**Restricted Contact
Period**

The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process is prohibited.

*Prohibited
Communications*

A vendor and vendor's representative are prohibited from communications regarding the particular solicitation at issue that are intended or reasonably likely to:

1. Provide substantive information regarding the subject of the solicitation;
2. Advance the interests of the vendor;
3. Discredit the response of any other vendor;
4. Encourage the District to reject a response by a bidder;
5. Convey a complaint about the solicitation; or
6. Directly or indirectly ask, influence, or persuade a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process, to take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation at issue.

*Permissible
Communications*

A vendor and vendor's representative are permitted to communicate with the District regarding the following:

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
2. Communication that relates solely to an existing contract between a respondent and the District, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
3. Communication with the District's Office of Contract and Procurement Services;
4. Communication with the District's Historically Underutilized Business (HUB) Program Department to the extent the communication relates to obtaining a listing of HUB subcontractors and general questions regarding HUB program compliance requirements;
5. Communication between an attorney representing a vendor and an attorney representing the District;
6. Communication with the District in the course of attendance at vendor conference;
7. Communication with the District for the purpose of the District's evaluation of the bidder's proposal, negotiating the scope of work, or engaging in contract negotiations;
8. Communication with the District for the purpose of making a public presentation to the Board; and
9. Communication made during the course of a formal protest hearing related to the solicitation.

*Other Vendor
Participation and
Communication*

Regardless of the above time period, a vendor and a vendor's representative who participate in the drafting or development of technical specifications or evaluation criteria for any project are prohibited from competing in the solicitation for such project.

A vendor and vendor's representative shall send all communications, questions, and requests for clarification in writing and addressed to the District's authorized representative identified in the solicitation. The District shall post responses to vendor questions as an addendum to the solicitation.

Nothing in this policy shall prohibit the District's representative from initiating contact with a vendor, in writing, for the purpose of obtaining clarifying information regarding a solicitation response. The vendor's response shall be in writing and shall be provided to the District's authorized representative.

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

<i>Complaints</i>	Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).
<i>Violations</i>	<p>The following are violations subject to sanctions:</p> <ol style="list-style-type: none">1. Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.2. Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.3. Make false reports regarding payments made to subcontractors or sub-consultants.
<i>Sanctions</i>	<p>Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:</p> <ol style="list-style-type: none">1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.
<i>Request for Proposal and Bid Invitation</i>	Each request for proposal and bid invitation shall include a copy of this policy.



Insurance Guidelines for Outside Vendors & Contractors and/or Sole Proprietors

The following outlines the insurance requirements that are required for you to be an outside Vendor/Contractor, Instructor or Service Provider for Austin ISD Community Ed. These requirements also apply to any organization seeking to utilize a district facility. Please give this document to your insurance agent. Your agent will assist you in meeting the insurance requirements. Additionally, your insurance agent should send the District a Certificate of Insurance so that we may have verification of your coverage on file. ***We accept the insurance industry's standard ACORD form as valid proof of coverage.***

A. General Requirements:

- 1) The Vendor/Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- 2) The Vendor/Contractor shall forward the ACORD form as proof of coverage, with the endorsements required below to AISD as verification of coverage.
- 3) The Vendor/Contractor shall not commence work until the required insurance is obtained and has been reviewed by AISD. Approval of insurance by the District shall not relieve or decrease the liability of Vendor/Contractor hereunder and shall not be construed to be a limitation of liability on the part of Vendor/Contractor.
- 4) The Vendor/Contractor must submit the ACORD certificate of insurance form for all subcontractors to the District prior to them commencing work on the project.
- 5) The Vendor/Contractor's and all Subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.
- 6) All policies shall be endorsed to provide Austin ISD as additional insured, waivers, and notices of cancellation endorsements with the following Certificate Holder Information: Austin Independent School District 1111 West 6th Street, Austin, Texas 78703
- 7) The "other" insurance clause shall not apply to the District where the District is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both District and Vendor/Contractor, shall be considered primary coverage as applicable.
- 8) If insurance policies are not written for amounts specified below, Vendor/Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 9) The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Vendor/Contractor.

B. Specific Requirements for all Types of Vendors:

- 1) Commercial General Liability Insurance Coverage:** The minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate**. This policy shall cover injury to a participant.

a. The policy should contain the following provisions:

- i. Waiver of Subrogation
- ii. Additional Insured in favor of Austin Independent School District
- iii. For vendors having direct contact with Austin ISD students without direct supervision by Austin ISD staff:

Sexual Molestation and Child Abuse (SAM) endorsement \$100,000 minimum limit (coverage is applicable when students/children are inside and/or outside AISD property/facility)

- 2) Professional Liability Insurance Coverage:** At a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- 3) Worker's Compensation and Employer's Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

a. The Vendor/Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Austin Independent School District:

- i. Waiver of Subrogation

- 4) If transporting Austin ISD students, the vendor must have Automobile Liability as follows:**

Automobile Liability: Owned, Non-Owned, Hired or Rented with \$1,000,000 Single Limit and Additional Insured in favor of Austin Independent School District.