

ALLENTOWN SCHOOL DISTRICT

REQUEST FOR PROPOSAL

HAYS ELEMENTARY SCHOOL CHILDCARE/PRE-K SERVICES

Intent & Background

The Allentown School District (ASD) is soliciting proposals from qualified licensed full-service Pre-K/Childcare providers to offer site-based educational and childcare services to the families and community surrounding the Hays Elementary School. The District is seeking one or more providers or individuals to offer the following minimum services: before and after school care for school-age children (K-5), full day care for students not yet of school age, as well as a Pre-K programming. The District reserves the right to select more than one provider if necessary. The term for engagement is three years.

This Request for Proposals (RFP) is intended to establish a short list of qualified entities with the proven capacity to align with The Allentown School District's goals as outlined in its Strategic Framework. Once the list of qualified entities is established, the District will interview these qualified teams and/organizations to seek additional information regarding the proposed approach to service delivery.

The Allentown School District is a large, urban public-school district located in Lehigh County, Pennsylvania. The District services approximately 17,000 students K–12 in 14 elementary schools, 4 middle schools, 3 high schools, one alternative learning center and a primary and secondary newcomer program. Additional information may be obtained by visiting the District's website at www.allentownsd.org.

Qualification Requirements

The childcare provider and/or any such practitioners engaged by the District shall meet or exceed the following minimum qualifications:

- Practitioner and/or provider must be properly licensed in the Commonwealth of Pennsylvania.
- Practitioner and/or provider must be properly insured to practice their trade in the Commonwealth of Pennsylvania.
- Practitioner and/or providers with a “4 Star” rating on the Keystone STARS are preferred.
- All childcare-center personnel will be supervised by approved contractor named by this agreement.
- Provider must have the ability to consistently and adequately staff the school-based center to provide consistent service, as well as comply with state-mandated ratios at all times.
- The Provider shall secure at its sole cost and expense all required licenses from applicable agencies and shall provide copies to the District.

Scope of Services

The selected provider will provide school-based childcare services for the Allentown School District (ASD). Please refer to Appendix A for schematic of space allocated for these services. Multiple operators may be selected at the sole discretion of ASD. Exclusivity to any one contractor is not guaranteed. All programs, programmatic activities, and functions related to this contract are to be executed only under the approval, direction, acknowledgment, and coordination of ASD. At a minimum, the following services are to be provided;

- Provide comprehensive childcare services according to the established guidelines and recommendations of ASD including before and after school care, full-day childcare and Pre-K programming.
- Before school program hours should, at a minimum, be open 1 hour before the start of the student day, and after school programming should extend until, at a minimum, 6:00 pm.
- Comply with all federal, state and local laws including the Family Educational Right to Privacy Act (“FERPA”) and the Americans with Disability Act (“ADA”).
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to FERPA, its regulations, and Board Policy.
- Supply necessary office and educational supplies and equipment for the childcare center
- Staff childcare centers with qualified and licensed personnel to work in the childcare center.
- Ensure that all documents i.e. personal child information, cleaning supplies and equipment are kept in a locked secure location; inaccessible to school children, school staff, childcare center patrons, and unauthorized individuals.

Selection of Providers –

- Describe your organization/s plan for funding the childcare proposal
- Describe your proposal’s alignment to the District’s needs in the area/s of childcare/early childhood education
- Describe your plans to ensure the programming will be high quality (beyond health and safety licensing requirements)
- List critical community partners and their role in this work
- Describe how parents and families will be engaged, including whether there will be additional services/programs supporting the needs of families
- Describe your organization’s financial strength. Include evidence of financial stability (e.g., audited financial statements for the most recent three calendar or fiscal years for the proposal organization/s)
- Provide at least three references regarding work similar to what is include in submitted proposal

Timeframe

The successful provider(s) will be expected to commence the provisions of services commencing on or about July 1, 2021 and the term of the resultant contract will be for three years. The District reserves the right to terminate engagement at any time, without cause, with sixty days prior notice.

Proposals

Submission and Deadline

All proposals must be received no later than January 30, 2021 at 1:00pm. One original proposal and one copy should be delivered and/or mailed to the undersigned, Administration Center, Deputy Superintendent of Operations, 31 South Penn Street, P.O. Box 328, Allentown, PA 18105, date specified above. Questions regarding this RFP may be directed to Jennifer Ramos, Deputy Superintendent at 484-765-4154 or e-mailed at ramosj@allentownsd.org. The District may conduct interviews of the pre-k/childcare provider it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, pre-k/childcare provider will be notified in advance of the proposed interview date.

By Order of the Board of Directors
School District of
the City of Allentown

Jennifer M. Ramos

Sections to complete

Submittal Letter

Respondents shall submit a cover letter, addressed to the Deputy Superintendent, signed by an authorized agent of the provider, which provides an overview of the respondent's offer, as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the provider.

Experience

Childcare providers must have a minimum of three years' experience in all areas of care specified in the Scope of Services. Respondents are to provide a summary of the provider's experience on similar types and sizes of engagements with emphasis on Pre-K and school-age care in Pennsylvania. This summary must include the provider's experience in the areas of services described in Section 3, Scope of Services. Provide detailed resumes of the persons proposed to work directly with the District and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

References

A minimum of three (3) client references which encompass the areas outlined in this RFP must be identified. The client references must include the name of the organization, address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

Budget/Fee Proposal

No compensation shall be due or payable to the contractor by ASD pursuant to this contract for any services provided by the contractor. Services provided by the contractor are not mandatory and are to be considered as optional to ASD students. Parents/staff are to be notified in writing of expected fees and forms of payments prior to and at the time services are rendered.

Please submit in the proposal a plan for compensation to the district for the usage of facilities.

A proposed fee schedule for childcare, inclusive of any additional fees, should be included with this proposal.

The Provider may not discriminate against any student based on his/her disability.

Form of Contract

The District intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the District. If respondent will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

Evaluation and Award

Selection Criteria –

- a. The District may conduct interviews of the pre-k/childcare provider it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, pre-k/childcare provider will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or virtually. Respondents are advised that the District reserves the right to award this contract solely based on the submitted proposals.
- b. The following criteria **will** be used, without limitation, in evaluating proposals and determining the most responsible pre-k/childcare provider:
 - Relevant background, experience, education, and qualifications of key personnel.
 - The provider's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
 - Information obtained by the District from the firm's references or clients.

- The District reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful pre-k/childcare provider.
- The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- The District will evaluate all responsive and responsible proposals based on the criteria referenced above. The District may afford providers the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

General Requirements and Conditions

- a. **Insurance** - The selected provider shall be required to furnish proof of insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania. Any and all exceptions must be approved by the Superintendent. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.
 - i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
 - ii. Workers' Compensation in accordance with Pennsylvania Statutes.
 - iii. The Allentown School District is named as Additional Insured, under the Commercial General Liability and Employer's Liability insurance policies. **THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.**
 - iv. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. Any and all exceptions shall be reviewed by the Superintendent.
 - v. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the pre-k/childcare provider by virtue of its promise to hold the District harmless so that in the event that any claim results

in a settlement of judgment in any amount above the limits set in Paragraph 8.1 herein, the pre-k/childcare provider shall be liable to, or for the benefit of, the District for the excess.

- vi. Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The pre-k/childcare provider agrees to comply with any and all reasonable insurance requirements or modifications made by the Superintendent.
 - vii. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The childcare provider agrees that such default may be cured by procurement of insurance on behalf of pre-k/childcare provider, at the provider's expense, at District's option.
- b. **Hold Harmless Agreement** - In addition to its obligation to provide insurance as specified above, the provider, their consultants, agents and assigns shall indemnify and hold harmless the Allentown School District, including, but not limited to, its elected officials, its officers, employees, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the provider during the provider's performance of its Agreement. The District agrees to give the provider prompt notice of any such claim.
- c. **Conditions** - Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:
- i. The selected provider must have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
 - ii. Have a personnel/resources reserve sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
 - iii. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
 - iv. Agree that the District and the pre-k/childcare provider may terminate the contract at any time with sixty (60) days written notice.

- v. Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
- vi. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Pennsylvania and the City of Allentown.
- vii. Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected provider(s), the District may unilaterally cancel its selection of that provider.
- viii. Agree that the contract between the District and the provider shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of the City of Allentown.

Conflict of Interest

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Allentown School District.

Principals/Collusion

By submission of a proposal, the pre-k/childcare provider does declare that the only person or persons interested in this proposal as principal or principals is/or are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

Disciplinary Action

Respondents shall provide a statement that no practitioner affiliated with respondent has, with five years from the date of submission, been disciplined by any relevant professional organization, or State board.

Affirmative Action Statement

As a condition of doing business with the District, the provider must comply with all Federal laws, State statutes and executive orders pertaining to non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

Alternatives and Exceptions

Only slight additions or changes would be expected to be negotiated with the successful pre-k/childcare provider in order to resolve any variances between the proposal and the final contract. Providers may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

Additional Information and Revisions to Proposals

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

Appendix A

