

Driscoll Independent School District

Request for Proposals Prekindergarten Partnership

Driscoll ISD

Issue Date: July 22, 2026

**This document is a Request for Proposals for a Prekindergarten Partnership
Consulting to be provided for Driscoll ISD.**

Table Of Contents

Request for Proposals

<i>I.</i>	<i>Proposal Process</i>	<i>3</i>
<i>II.</i>	<i>Proposal Conditions.....</i>	<i>6</i>
<i>III.</i>	<i>Proposal Submission</i>	<i>12</i>
<i>IV.</i>	<i>Proposal Evaluation.....</i>	<i>13</i>

I. Proposal Process

1. **Objective:** Driscoll Independent School District (the “District”) is requesting Electronic Proposals for a provider to operate one or more **Prekindergarten Partnership** campuses for Driscoll ISD. The scope of work is included at the conclusion of this solicitation.

2. **Timeline:**

Issue RFP	July 22, 2026
Preproposal Meeting	N/A
Deadline for Questions	July 28, 2026
Deadline for Submission	July 31, 2026
Recommendation/Decision	August 2, 2026
Beginning Date of Contract	TBD

3. **Pre-Proposal Conference:** N/A

4. **Submission Deadline:** All proposals shall be submitted via email to on or before (2:00 PM), (**July 31, 2026**). Proposals will remain in the sealed state until the proper time. Faxed, emailed, and paper proposals will not be considered.

It is the responsibility of the respondent to ensure that their proposal and subsequent addenda, if any, arrive prior to the above stated Time and Date. Any proposals declared by the District to be “Late” will be deemed a No Response.

5. **Communication:** All inquiries and requests for information regarding proposal submission requirements shall be directed to:

Dana Riley
Driscoll ISD
Phone: driley@driscollisd.us
Email: 361-387-7349

6. **Proposal Acceptance:** The District shall have the right to accept or reject any proposal. In particular, the District may reject a proposal not accompanied by data required by the RFP or in any way incomplete or irregular. Conditional proposals will not be accepted.

7. Contract Award: Award shall be made to the one qualified provider whose Proposal is determined to be the most advantageous when taking into consideration the evaluation factors set forth in the sections that follow, including overall long-term value to the District. There is no obligation on the part of the District to award a contract. If it is in the best interest of the District, this bid may be awarded to multiple providers.

8. Addenda: Any changes to this RFP will be made by addendum and such changes will prevail over previously issued information. Addenda issued will be posted to the Bonfire System following a public notice. Each provider submitting a proposal is responsible to be sure the latest addendum is incorporated. Anyone obtaining bid documents from a source other than the District must notify the District of a contact name, address, telephone, e-mail and facsimile number in order to receive any correspondence, including addenda.

9. Open Competition: The District encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the District and the assurance of an economically and operationally sound solution.

10. Non-Collusion: Submission of a Proposal guarantees that the Proposal has been prepared without collusion with other providers and without effort to preclude the District from obtaining the best possible competitive value. The provider certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of the District, and that the provider has disclosed any known beneficial relationship between a District official and the provider.

11. Withdrawal or Modification: A Proposal may be withdrawn, but only before the Submission Deadline and only in its entirety. A withdrawn proposal may be resubmitted after modification, but only before the Submission Deadline. A Proposal may not be withdrawn or modified for a period of 60 days following the Submission Deadline.

12. Errors: The District is not liable for any errors or misinterpretations made in responding to this bid.

13. Preparation Expense: All Proposals submitted in response to this bid must be supplied at the sole expense of the proposing provider, irrespective of the final decision of the District as to contract award.

14. Inspection of Work: It is the responsibility of each provider to become fully informed as to the nature and extent of the work required and its relation to any other conditions.

15. Inquiries: The District will not provide verbal answers to inquiries or verbal instructions regarding the bid. A verbal statement by any person representing the District shall be considered non-binding. The District is not liable for increased cost or other consequence resulting from the acceptance of verbal direction by a participating provider.

16. Interpretation: Any questions as to the meaning of the bid should be directed in writing to the individual indicated above. The District will attempt to provide adequate clarification to specific questions directly to the provider submitting the question. Only in cases where the District discovers probable cause for all proposing providers to misinterpret the meaning and intent of the document will an addendum be issued. All clarifications and interpretations issued by the District will be final and binding upon the recipient. Cost or problems associated with misinterpretation of the intent of the bid or because of failure to receive addenda or written clarification will be the responsibility of the proposing provider.

17. Qualifications: A contract will only be awarded to a qualified provider with proven capability to provide the full range of services specified, or to the extent allowed by the District.

18. Sales Tax: The District is exempt from Federal Excise, State Sales and Transportation taxes. These taxes must not be included in the proposal, if appropriate.

19. Termination of Contract: Except as otherwise provided for herein, this contract may be terminated in whole or in part by the District for cause or no cause, upon thirty (30) days' notice. The selected provider may terminate for cause or no cause, upon at least sixty days' notice to the District.

20. Selection: Selection shall be made of one provider deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors identified herein. The District may cancel this bid, reject Proposals or any portions thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous. Should the District determine (at its sole discretion) that more than one provider is fully qualified, and that awarding multiple providers would be advantageous to the District, a contract may be awarded to multiple providers.

21. Negotiations: Final negotiations may be conducted with the selected provider in order to ensure the best overall program design and to achieve the best business arrangement for the parties.

22. Estimated Annual Expenditures: Please note there is no guaranteed volume. The District makes no guarantees as to quantities and may purchase more or less than those stated in this solicitation.

II. PROPOSAL Conditions

1. **Type of Contract:** The Contract shall be a provider fixed price Contract.
2. **Prices:** All prices shall be provider and fixed for the specified contract period of one (1) year.
3. **Contract Term/Option to Extend:** The term of the contract shall be for one (1) year.
4. **Proposer's Responsibility:** Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this proposal or to the contract.
5. **Proposer's Qualifications & Compliance with Requirements:** The successful Proposer must meet have at least two (2) years' experience successfully operating a prekindergarten partnership campus. The District may make such investigation as deem necessary to determine the capability of the Proposer to perform such work and reserves the right to reject any proposal if evidence indicates the Proposer is not qualified to perform the contract.
6. **Permits, Licenses, Notices and Fees:** The successful Proposer must pay for all permits, licenses, fees, and taxes and to give all notices and comply with all laws, ordinances, rules and regulations of the county of operation, the State of Texas, the government of the United States, and any applicable regulatory agency.
7. **Additional Work:** At the option of the District, additional products or services may be requested.
8. **Supervision and Safety:**
 - a. The provider shall be responsible for the supervision and direction of the work performed by provider's employees.
 - b. The provider shall be responsible for instructing provider's employees in all applicable safety measures and requirements. All equipment used by the provider shall be in safe operating condition at all times and shall be free from defects or wear which may in any way constitute a hazard to any person or persons on District property.
 - c. All employees must be distinguishable by company uniform with company logo.
 - d. The provider must fully adhere to the Federal Occupational Safety and Health Act.

(OSHA)

9. **Inspection & Acceptance:** After award of contract, a District representative shall be assigned to inspect and accept all work performed under the contract. This includes monitoring the services, payments, modifying the scope of work if necessary, recommending termination of contract if necessary and evaluating the services provided. The District representative shall in all cases, determine the quality and acceptability of the work being performed under the contract.
10. **Provider's Liability:** The provider shall assume liability for damage or loss resulting from the wrongful act(s) and /or negligence of their employees while they are on District-owned premises. The provider or insurer shall reimburse the District for any such damage or loss within thirty (30) days after a claim is submitted.
11. **Damage or Theft:** Provider shall be responsible for the repair or replacement to the satisfaction of the District, any damage to the facility caused by any employee of the provider. The provider shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the District, or to any other person or organization to such extent as the District is legally liable for such loss or damage, if any such loss or damage was caused by the provider or any employees thereof, while such employee is on the premises of the District as an employee of the provider. Should it be determined that the provider's employees are responsible, the provider is legally liable. Provider shall always take a neutral position between employee and the District and investigate the matter in order to protect the relationship with the District.
12. **Default:** In case of default by the provider, the District reserves the right to purchase any or all items and services in default in the open market, charging the provider with any additional costs. The defaulting provider shall not be considered a responsible Proposer until the assessed charge has been satisfied.
13. **Non-Appropriations:** Any contract entered into by the District resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
14. **Contract Administration:** Questions or problems arising after award of this contract shall be directed to the Dana Riley at driley@driscollisd.us.
15. **Publicity Release:** Provider agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. **Prime Provider Responsibilities:** The provider shall be required to assume sole responsibility for the complete effort as required by the proposal. The District shall consider the provider to be the sole point of contact with regard to contractual matters.

- 17. Restrictions/Limitations:** No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.
- 18. Contract Amendments, Modifications and Change Orders:** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the District's Director of Purchasing and the provider.
- 19. Employment:** This section defines the intended employment relationships of all persons working within the services under any contract resulting from this RFP. The selected provider shall be an independent provider of the District. The selected provider shall utilize and maintain its own employees and shall pay all costs, including salaries, wages, benefits, and taxes for its own employees. All provider employees shall use an identification card when on District premises.
- 20. Background Check:** All employees of the selected provider must undergo a criminal background check prior to beginning work, if work is to take place on District property. No employee with a felony conviction or a conviction of sex crime, crime of moral turpitude or any crime against a child may be employed.
- 21. Pricing and Payment:** The District is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251. All invoices should be emailed to driley@driscollisd.us.
- 22. Payment Responsibility:** The payment responsibilities of the parties will be clearly spelled out in the contract and in the proposal.
- 23. Regulatory Compliance:** The selected provider will comply at all times with all regulations governing the services provided as a result of this bid, and the District will fully cooperate with such efforts by the provider.
- 24. Insurance:** Unless otherwise agreed to by DISD, the Supplier shall carry insurance with responsible carriers acceptable to DISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord 25) to DISD indicating compliance with this paragraph. Type of Coverage and Minimum Limits
1. General Liability insurance including Products, Completed Operations, Independent Contractors and Contractual Liability coverages with Aggregate, Occurrence and Personal Injury limits of \$1,000,000; Fire Damage limits of \$50,000 and Medical Payments limits of \$5,000.
 2. Automobile Liability - Bodily Injury & Property Damage owned, non-owned vehicles and hired vehicles - \$1,000,000 Combined Single Limit For all Each Occurrence and Medical Payments limits of \$5,000
 3. Workers' Compensation and Employer's Liability - As statutory provisions

require in the State of Texas with limits of \$1,000,000 including a Waiver of Subrogation clause in favor of the District.

4. Excess Liability - may be carried to provide total limits as required above.
5. Professional Liability (errors and omissions) may be required at the discretion of the District.

DISD shall be named as an additional insured on the automobile and general liability policy. DISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of DISD in the workers' compensation, automobile and commercial general liability policies. The Supplier's insurance provider(s) shall provide DISD with original certificates of insurance (Acord 25), acceptable to DISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to DISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of DISD that it is able to satisfy the deductible.

Notice regarding insurance and cancellation or changes should be email to: driley@driscollisd.us. DISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by DISD, depending on the type of project.

25. Waiver of Recovery: The selected provider shall waive all rights of recovery against the District.

26. Indemnity: The selected provider will indemnify the District against loss due to the selected provider's negligent acts or omissions.

27. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District.

28. Notices and Amendments: All notices and amendments must be in writing.

29. Jurisdiction and Venue: This agreement will be construed and governed in the State of Texas. Venue shall be in Nueces County.

30. Terms and Conditions: Submission of a proposal establishes an agreement with Driscoll ISD for all terms and conditions listed in this document as well as other terms and conditions documents associated with this bid. Modifications to terms and conditions may be made by mutual written agreement between the District and the selected provider.

III. PROPOSAL Submission

1. **Proposal Format:** Proposals should provide a straightforward, concise description of the capabilities of the provider and must satisfy at least the basic requirements of the bid. All required documents and questionnaires must be submitted and received in order for the District to recognize the proposal as valid. Emphasis should be on completeness and clarity of content.

IV. PROPOSAL Evaluation

1. **Evaluation Criteria:** Proposals will be evaluated, and contract award made based on the following criteria as provided in the Texas Education Code §44.031(b):

Evaluation Criteria and Point System

1. Funding Structure: 30 **Points**
2. Reputation of the provider and of the provider's goods or services: 15 **Points**
3. Quality of the provider's goods or services: 15 **Points**
4. Extent to which the goods or services meet the district's needs: 15 **Points**
5. Provider's past relationship with the district or similar size district. If no experience with a district, relationship with an entity of similar scope in size: 10 **Points**
6. Whether the provider's principal place of business is in the state of Texas, or employees 500 people in this state: **N/A**
7. Long-term cost to the district to acquire the provider's goods or services: 10 **Points**
8. Provider resources to meet the district's needs: 5 **Points**
9. Relevant factors specifically listed in the request for bids /proposals: **N/A**

Total: 100 Points

If specific criteria are stated in the proposal specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the District. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

2. **Performance Investigations:** As part of the proposal evaluation process the District may make inquiries and investigations, including visiting sites or obtaining verbal or written references from the provider's customers, as applicable, for the evaluation pursuant to the above-stated criteria.

SCOPE OF WORK

The selected provider will operate one or more prekindergarten partnership campuses in compliance with Texas Education Code Section 29.153 and the following terms:

Curriculum and Program. Partner will have initial, final, and sole responsibility to approve all curriculum decisions, lesson plans, instructional strategies, and instructional materials to be used at the prekindergarten campus. This authority includes initial, final, and sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of Schools, special education students, and other statutorily defined.

Special Education and 504 Plans. In consultation with the District, the Partner will provide services for students with disabilities and students with 504 Plans in accordance with state and federal laws, including but not limited to the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973.

Educational Plan. Partner will have initial, final, and sole responsibility to oversee implementation of the education plan described in its proposal to operate the Schools, attached as Addendum 7. This authority extends to curriculum, lesson plans, instructional strategies, and services to special populations, including students with disabilities, gifted and talented students, emergent bilingual students, and other statutorily defined student groups. Partner will ensure that the curriculum satisfies state requirements. Partner agrees to notify District of any significant alteration of this plan.

Selection of Instructional Materials. The Partner has initial, final, and sole responsibility over selection of instructional materials for the Schools and represents that selected materials will align with curriculum guidelines and any other standards that may be required under Applicable Law.

Assessments. The Partner has initial, final, and sole responsibility to determine the use of any and all assessments to be used on the campus that are not required by the state of Texas or federal law.

Due Process. Partner will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions.