



AUBURN-WASHBURN
Unified School District No. 437
Shuler Education Center
5928 SW 53rd Street
Topeka, Kansas 66610-9451

April 27, 2018

Request For Proposal

(This is not an order)

Invitation Number 18016

| | | |
|---------------------------|------------------|---|
| Response Due Date: | Time: | 1:00 pm |
| | Date: | Wednesday, May 16, 2018 |
| | Location: | Shuler Education Center 5928 SW 53rd Street |

The Auburn-Washburn USD No. 437 Board of Education is seeking services for the following:

- 1) Before & After School Student Care at
Four District Schools**
- And**
- 2) Daycare Services Provided for Auburn-
Washburn Employee Children Only**

We are requesting proposals regarding your company and the services that you can provide to the children of our district as a partner with the Auburn-Washburn School District. The information gathered will be used to determine follow-up interviews with the committee that will make the determination regarding who will be the best partner for the district.

We look forward to receiving your proposal.

Sincerely,

Dr. Scott McWilliams
Superintendent of Schools
Auburn-Washburn USD 437

AUBURN-WASHBURN USD NO. 437
Proposal 18016 – Before & After School Student Care at Four District Schools & Daycare Services Provided for District Employee Children

GENERAL TERMS

Introduction

Auburn-Washburn Unified School District #437 is soliciting proposals for two programs that will be operated in district facilities. The first is for a before and after school student care program at the following elementary schools: Auburn, Farley, Jay Shideler, and Wanamaker. The second is for a program to provide daycare services for children of employees (infant through age five) within an annex building on the Jay Shideler Elementary School campus.

Background and Scope

Families in the Auburn-Washburn School District have a need for before and after school care for students in our elementary schools. The district hosts these programs within the school buildings to provide a seamless transition to and from the school day. An organization is needed to operate these programs in four buildings.

As a benefit to employees, Auburn-Washburn also hosts a daycare program for staff members' children. The district provides the facility, maintenance, and utilities while the program is operated by an outside entity. The entity charges the employees who have children needing care (infant through age five), directly for services provided.

The district is seeking providers who can operate one or both of these programs. The goal is to have these programs managed to the same standards and educational goals found in our preK-12 programs.

The facilities will continue to be owned by the school district, however, the programs will be operated by an independent contractor(s) who will enter into an agreement with USD #437. The district will not impose a rental charge and will cover all normal utility and maintenance costs. This should be taken into consideration when establishing rates that parents will be charged.

The program operators will carry their own liability insurance and adhere to all federal, state, local, and district requirements.

The days and times of operation for the programs will generally follow the district schedule and calendar. However, additions to operational scope may be considered if mutually beneficial to the parents, district, and program operator(s). Any changes/alterations/ additions must be approved in advance by the district in writing.

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The Building and Property

The before and after school programs will be located in a suitable space provided by the district in the following schools:

Auburn Elementary, 810 N Commercial St, Auburn, KS
Farley Elementary, 6701 SW 33rd St, Topeka, KS
Jay Shideler Elementary, 4948 SW Wanamaker Road, Topeka, KS
Wanamaker Elementary, 6630 SW 10th Ave, Topeka, KS

The designated space in each school shall be provided exclusively to each program during operating hours. A limited space for storage of equipment and materials will also be provided. The programs will be limited to the designated spaces unless other arrangements are made in writing with district or building administration. A secure entrance and pick-up/drop-off process will be established at each facility.

The staff daycare center will be operated in the annex building located behind Jay Shideler Elementary School at 4948 SW Wanamaker Road, Topeka, KS. The self-contained facility includes classrooms, offices, restrooms, a playground, and storage area.

Furniture and limited equipment is provided at both the before and after school facilities and the daycare facility.

Building Codes and Licensure

The successful agency or agencies will be responsible for obtaining the appropriate licenses. Submittals must be in compliance with all local, state, and applicable codes. Vendor proposed price is to be based upon compliance with all codes. Vendor shall be responsible to obtain any and all permits required to perform this work and shall include the cost for all required permits in their cost to operate.

Auburn-Washburn will assume responsibility for complying with building codes in order to be in full compliance with the Kansas State Dept. of Health and the Shawnee County Dept. of Health.

Inspection of the Buildings for Prospective Operators

The buildings and associated areas will be open to inspection to all interested agencies by appointment by contacting Rich Jones, Director of Operations at 339-4032 or jonesric@usd437.net.

Written Contract

Unless a written contract is specified in the Specific Terms of the proposal documents and a written contract enclosed, the vendor's completed and signed response will be considered an offer and the School District's purchase order will be considered an acceptance and shall constitute a written contract. All terms included in the proposal documents shall be considered a part of the written contract.

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Non-Discrimination Disclosure: Auburn-Washburn USD 437 complies with all Federal and State rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. Inquiries regarding compliance and/or grievance procedures may be directed to the school district’s Title IX Compliance Officer.

Non-Discrimination For Vendors

Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Compliance Report and Plan of Action for Contractors

Successful contractors may be required to fill out the “Compliance Report and Plan of Action for Contractors” Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

Contractor’s Representation

Each Vendor, by making his proposal, represents:

- 1) That he/she has read and understands the Instructions and Specifications.
- 2) That he/she has carefully examined all proposal documents pertaining to the project.
- 3) That he/she has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
- 4) That he/she understands that time is of the essence in the award and prosecution of the work.
- 5) That he/she is a dully licensed Provider. This requirement extends to all subcontractors and others herein as such licensing laws apply.
- 6) That he/she is known to be skilled and has been regularly engaged in work similar to that required in the Specification Documents.
- 7) That he/she may be required to furnish to the Owner and/or Consultant satisfactory evidence of his/her experience and familiarity with the type of work required and of his/her financial ability to properly complete the work within the agreed time
- 8) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 –
 - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

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Insurance Requirements and Proof of Insurance

Work of Contractor shall not commence under this contract until all insurance required has been obtained and approved. The contractor, at his own expense, shall provide and maintain insurance in companies acceptable to Owner as follows:

Worker’s Compensation as required by applicable Federal, State, Maritime or other laws including Employers Liability with a limit of at least \$100,000.

| | |
|-----------------------|-----------|
| Bodily Injury | |
| Each Person | \$300,000 |
| Each Occurrence | \$500,000 |
| Property Damage | |
| Each Accident | \$300,000 |
| Aggregate | \$500,000 |
| Personal Injury Limit | |
| Each Occurrence | \$300,000 |
| Aggregate | \$500,000 |

Completed Operations Liability shall be kept in force for at least two years after the date of final completion.

Property Insurance (Builder’s Risk), carried in name of Owner and Contractor, arrange for and paid for by Contractor. Property Insurance Policies shall provide complete 100% protection for Owner against perils stated in paragraph 11.4 of A.I.A. General Conditions including all glass breakage or damage.

In case of claim, all “deductible” and “exclusion” amounts shall be paid by Contractor none will be paid by Owner.

Owner’s Contingent Liability will be carried in the name of Owner, paid by Contractor.

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Schools & Daycare Services Provided for District Employee Children**

SUBMITTAL TERMS

Proposal Submission

All responses to this RFP must be received in a sealed envelope and clearly marked as listed below. **The RFP must be submitted by May 16, 2018, by 1:00 pm, to be eligible for consideration.**

Document Identification

Proposals must be submitted in a sealed envelope with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be addressed to:

**Childcare Proposal
Shuler Education Center
Dr. Scott McWilliams
Superintendent of Schools
Auburn-Washburn USD 437
5928 SW 53rd Street
Topeka, KS. 66610**

The School District shall accept no responsibility for the accidental premature opening or failure to open an envelope which is not identified as stated above.

Please call 785-339-4032 for any additional questions relative to submitting proposals.

Fax Proposals

The School District will allow a proposal to be submitted by fax. (When a vendor chooses to send a fax proposal the vendor waives his right to a sealed bid.) When a fax proposal is received it will be placed in an envelope. The envelope will be marked with the proposal number and opening date and time clearly indicated on the lower left-hand corner of the envelope. The fax proposal will be opened along with the sealed proposals received at the normal proposal opening time.

The School District Main Office fax number is (785) 339-4025.

Late Proposals

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the vendor. The School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the vendor.

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Amendments by Vendors

Proposal amendments must be made in writing. Proposals may not be amended verbally. The vendor bears the same responsibility for delivery of proposal amendments as for the original proposal document. All amendments must be clearly marked as such and must arrive prior to the proposal opening. Any attempt to make additions, deletions, corrections, or withdrawals of the proposal not in compliance with these provisions may be construed as a lack of “Good Faith” and may be cause for forfeiture of a bid bond and/or rejection of the proposal.

Amendments by School District

Amendments to the proposal by the School District will be made by the Superintendent of Schools or by his/her designee and will be in writing.

Alternate Proposals

The specifications contained herein reflect the best estimate of the School District’s need. However, Contractors may submit alternate proposals for furnishing goods and/or services in a format and/or under conditions other than those specified in the proposal document. Consideration of alternate proposals is not guaranteed and will be done only if considered to be in the best interest of the School District.

Withdrawal of Proposal

A proposal may be withdrawn by written, faxed, or other documented means if received by the owner from the bidder prior to the time fixed for proposal receiving. Faxed proposal withdrawal requests will be accepted only if Bidder confirms by telephone that the faxed request was received by Owner prior to the proposal opening time.

Extension Errors

In the case of an obvious error in the extension of prices in a proposal, the unit price shall govern.

Pricing Period

All prices submitted in this proposal document shall remain valid for a period of 60 days.

Rejection of Proposals

The Bidder acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a bidder who is not qualified in the opinion of the School District or the District’s consultant, to perform within the proposal specification. The School District reserves the right to reject a proposal if the Bidder failed to furnish any required licensure documentation, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete or irregular.

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Conflicting Terms**

Whenever there is an apparent conflict between the Submittal or General Terms and the Specific Terms, the Specific Terms shall prevail.

Limitations of Liability

Auburn-Washburn assumes no responsibility or liability for the costs incurred by the vendors in responding to this RFP or in responding to further requests for interviews, additional data, etc.

Proposal Preparation

In order to facilitate evaluation of the proposals, the vendor is instructed to be concise and to follow the outline below. Proposals that do not follow the outline may be considered as unresponsive. Additional detailed information may be annexed to the RFP.

Format for Submittals

- A) Letter of interest**
- B) Executive summary**
- C) Organizational profile**
- D) Previous childcare project summaries, similar in scope to the projects intended for Auburn-Washburn.**
- E) Background experience and credentials of the proposed operators of the programs**
- F) Proposed service cost schedule (amount to be charged to parents)**
- G) Safety and security measures**
- H) Proposed plans for technology equipment (phones, computers, video, etc.)**
- I) Proposed curriculum and/or calendar of activities**
- J) Three current references and contact information**
- K) Future goals, ideas, and recommendations**

Signature

The Proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period from the time the proposal was submitted. The proposal shall contain the name, title, address, email address, and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposed evaluation for the purpose of clarifying submitted information.

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Nature of Proposal and Eligibility

The determination of whether a proposal may be withdrawn is solely at the discretion of Auburn-Washburn. In no event shall a proposal be withdrawn unless the request for withdrawal of the document is filed within (5) days of the date of opening and the proposer establishes that the proposal contains a material mistake and the mistake occurred despite the exercise of reasonable care.

Evaluation and Selection

Auburn-Washburn will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in control of the following:

- A) The vendor’s responsiveness to the RFP(format, capabilities, approach, clarity, etc.)**
- B) How well the Proposal matches the needs of the school district**
- C) The qualifications and experience of the personnel committed to the project**
- D) Parent fee structure and proposed terms**
- E) Credentials and experience of the provider**
- F) Safety standards**

Once the best proposal(s) have been identified, the staff will contact and schedule interviews with the selected entities. Ultimately, the school district’s administration will make a recommendation to the Board of Education regarding their selection for a multi-year agreement. Auburn-Washburn reserves the right to hold a second interview in order to make a final determination relative to the proposals received.

No Obligation to Contract

This RFP does not obligate the Auburn Washburn School District to contract for services specified herein.

Commitment of Funds

Auburn-Washburn is the only entity that may legally commit to any expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

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State of Kansas
Department of Administration
DA-146a (Rev. 1-01)
As Revised for Unified School Districts- JSR (Rev. 3-08)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01 as revised for School Districts), which is attached hereto, are hereby incorporated in this contract and made a part thereof." The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. Agreement with Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. Termination Due To Lack of Funding Appropriation: If, in the judgment of the District, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, District may terminate this agreement at the end of its current fiscal year. District agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided District under the contract. District will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by District, title to any such equipment shall revert to contractor at the end of District's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the District or the contractor.
4. Disclaimer of Liability: Neither the District nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting District or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting District or the Kansas Department of Administration. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting District cumulatively total \$5,000 or less during the fiscal year of such District.
6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the District or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility for Taxes: The District shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. Insurance: The District shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the District to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the District to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

X

Please sign and return with your bid

