



REQUEST FOR QUALIFICATIONS

Reference number RFQ-24-003

FOR

BEFORE & AFTER SCHOOL PROGRAM CARE

DUE NO LATER THAN: 2:00 P.M., 9/18/2023

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KEY DATES AND INFORMATION

PROJECT NAME: RFQ – 24-003 BEFORE & AFTER SCHOOL PROGRAM CARE

RESPONSE DUE DATE & TIME: September 18, 2023, NO LATER THAN 2:00 p.m.

1. RFQ Communications

- 1.1. Interested companies or individuals shall direct all communications regarding this Request for Qualifications ("RFQ") to the following RFQ Procurement Manager who is the DeSoto Independent School District's ("DeSoto ISD" or the "District") only official point of contact for this RFQ. All communication must be in writing.

**Michael G. Smith
Purchasing Manager
Procurement Department
DeSoto ISD
200 E. Beltline Road
DeSoto, TX 75115
Email: Michael.smith02@desotoisd.org**

- 1.2. Unauthorized contact regarding this RFQ with employees or officials of the DeSoto ISD other than the RFQ contact named above may result in disqualification from this procurement process.
- 1.3. DeSoto ISD has assigned the following RFQ identification number that must be referenced in all communications: **RFQ-24-003**.
- 1.4. DeSoto ISD assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or response to the DeSoto ISD by a deadline date shall not substitute for actual receipt of a communication or response by the DeSoto ISD.
- 1.5. Only the Desoto ISD's official, written responses and communications shall be considered binding with regard to this RFQ.

RFQ RESPONSE AND SUBMITTAL REQUIREMENTS

1. **PLEASE PROVIDE ONE (1) ORIGINAL, ONE (1) COPY AND ONE (1) DIGITAL COPY OF YOUR RESPONSE. CLEARLY MARK YOUR RESPONSE, ORIGINAL AND COPY.**
2. Clearly mark on the outside of your submission: offeror's name, address, and the RFQ number/name. Submissions must be submitted in sufficient time to be received by the DeSoto ISD procurement department. Submissions received after the published time and date cannot be considered and will be held for pick-up or destroyed. Fax or emailed submission will not be accepted. Submission can be delivered to the following address via FedEx/UPS, etc. before closing date and time.

Desoto ISD Procurement Department
200 E. Beltline Road
DeSoto, TX 75115

3. Proposals must be signed by an authorized individual to contractually bind their firm when submitting the proposal. Failure to sign the proposal will be considered a non-responsive proposal.
4. All required forms of this Request for Qualifications are to be returned with your submission.
5. RFQ Submittals:
 - 5.1. Completed Experience and Qualification Questionnaire
 - 5.2. Provide Basic Fee Information
 - 5.3. Complete and sign required forms

INTRODUCTION

1. Background

- 1.1. DeSoto ISD operates seven (7) campuses and other facilities, all located in Dallas County, Texas. This RFQ invites experienced qualified companies or individuals to participate in this request.
- 1.2. DeSoto ISD is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. DeSoto ISD requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

2. Statement of Purpose

- 2.1. This RFQ invites experienced, qualified companies and individuals to submit qualifications for inclusion in a pool to provide Before & After School Program Care services ("Services") as specified herein.
- 2.2. Through this RFQ, DeSoto ISD seeks to procure the best services based on demonstrated competence and qualifications and to give ALL qualified businesses, including those that are small, minority, service-disabled, or women-owned an opportunity to do business with DeSoto ISD as contractors and subcontractors. Proposers must complete the Diversity Business Program Form (see attachment Business Diversity Form and classification definitions).

3. Scope of Service, Contract Period, and Required Terms and Conditions

- 3.1. This is a request for qualifications for the purpose of creating a pool of qualified service providers. It is not a guarantee of a contract award.
- 3.2. The pool of qualified service providers will be in effect for three (3) years with no additional option years, on an as-needed basis.
- 3.3. DeSoto ISD may award a contract(s) to one or more service providers added to the pool of qualified service providers on an as-need basis.
- 3.4. If a contract is awarded, DeSoto ISD intends to use the attached sample agreement.
- 3.5. DeSoto ISD Professional Services Agreement Sample represents the contract document that the Proposer selected by DeSoto ISD will agree to and sign.
- 3.6. Any contract award arising from this RFQ will be for a term to be determined by DeSoto ISD at a future date.

4. RFQ Definition of Terms

- 4.1. **DeSoto ISD** refers collectively or individually, as applicable, to the campuses and other facilities that comprise DeSoto Independent School District.
- 4.2. **District Representative** refers to the persons named in the contract to give approval or render a decision, at the district level, regarding various aspects of: (a) use of the facilities or (b) the providing of Services as specified in the signed contract.
- 4.3. **Company, Proposer, or Submitter** refer to a company that chooses to submit a Response to provide Services for DeSoto ISD as specified in this RFQ.
- 4.4. **Contractors** refers to the company awarded the contract to provide products and services for DeSoto ISD as specified in this RFQ.
- 4.5. **M/WBE** refers to a Company that is certified by an entity acceptable to DeSoto ISD as being at least 51% owned, controlled, and operated by a person(s) that is an Anglo-American woman or Black/African American, Hispanic American, American Indian/Alaskan Native, American Asian, or

American Asian Pacific. Certification must be by the North Central Texas Regional Certification Agency (“NCTRCA”), the State of Texas.

- 4.6. **RFQ Response** refers to the offer and documents from Proposer to DeSoto ISD to provide the Products and Services requested, and to explain the approach and plan to address the scope, requirements, and/or specifications stated in this RFQ.
- 4.7. **Response Documents** refers collectively to this RFQ and all addenda, Company's response, and all plans, specifications, schedules, and the like attached hereto, or incorporated herein as if attached hereto.
- 4.8. **Services** refers to all work inclusive of all labor, parts, and materials needed to meet all the required deliverables specified herein.

RFQ SCHEDULE OF EVENTS

The following Schedule of events represents DeSoto ISD’s best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m. (Central Time Zone).

RFQ SCHEDULE OF EVENTS		
NOTICE: DeSoto ISD reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. DeSoto ISD will communicate any adjustment to the Schedule of Events to potential Proposers.		
EVENT	TIME	DATE
1. Advertisement Dates		August 24 & August 31, 2023
2. Written Questions Due	4:00 pm	September 1, 2023
3. Answers to Written Questions Due	4:00pm	September 5, 2023
4. Response Deadline	2:00 pm	September 18, 2023

GENERAL REQUIREMENTS AND INFORMATION

1. Proposer Required Review and Waiver of Objections

- 1.1. Each Proposer must carefully review this RFQ and all attachments, including but not limited to the DeSoto ISD Sample Agreement, for defects, objections, or any other matter requiring clarification or correction (collectively called "Comments"). All such Comments must be made in writing and received by DeSoto ISD no later than the Written Comments Deadline detailed in RFQ Schedule of Events.

2. RFQ Addendum and Cancellation

- 2.1. DeSoto ISD reserves the unilateral right to amend this RFQ in writing at any time.
- 2.2. DeSoto ISD reserves the right, at its sole discretion, to reject any and all responses, cancel and reissue this RFQ, or to cancel this RFQ in its entirety in accordance with applicable laws and regulations.

3. Assignment and Subcontracting and Right to Refuse Personnel

- 3.1. The Proposer awarded a contract pursuant to this RFQ may not subcontract, transfer, or assign any portion of the Contract without Desoto ISD's prior, written approval.

4. Response Errors and Amendments

- 4.1. At the option of DeSoto ISD, a Proposer may be bound by all response errors or omissions. A Proposer will not be allowed to alter or amend response documents after the Response Deadline time and date in the RFQ Schedule of Events, unless formally requested, in writing, by Desoto ISD.

5. Response Preparation Costs

- 5.1. DeSoto ISD will not pay any costs associated with the preparation, submittal, or presentation of any response.

6. Disclosure of Response Contents

- 6.1. Each response and all materials submitted to DeSoto ISD in response to this RFQ shall become the property of DeSoto ISD.

EVALUATION AND POOL INCLUSION

1. Determination of Pool Finalists

- 1.1. DeSoto ISD will consider qualifications, experience, and proposer's area of expertise or specialty in the evaluation of responses.
- 1.2. DeSoto ISD reserves the right, at its sole discretion, to request clarification of a RFQ or to conduct clarification discussions with any or all Submitters.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	100
Total	100

2. Contract Award Process

- 2.1. DeSoto ISD may award a contract(s) to one or more service provider added to the pool of qualified service providers, on an as-need basis.
- 2.2. If a contract is awarded, DeSoto ISD intends to use the attached sample agreement. However, DeSoto ISD reserves the right, at its sole discretion, to add or revise terms and/or conditions in Desoto ISD's best interests subsequent to this RFQ process. No such terms and/or conditions or revision of contract requirements shall materially affect the basis of response evaluations or negatively impact the competitive nature of the RFQ process.
- 2.3. A contract award may be based on, including, but not limited to, service provider's experience, qualifications, scope and requirements of project, service provider availability, and timeline of project and costs.
- 2.4. DeSoto ISD has the sole right to go outside of the service provider pool created as a result of this RFQ if service providers are unable or unwilling to meet the District's required scope and timeline of service required.
- 2.5. Multiple quotes may be obtained from one or more of the qualified service providers in pool.

EXPERIENCE AND QUALIFICATION QUESTIONNAIRE

1. Provide a general description and history of the organization, its operations, year founded, ownership structure, and biographies of the principles and staff that work directly with clients.
2. How many years of Before & After school program care services does your company have?
3. Provide your experiences in providing Before & After school program care services in the school district sector?
4. Provide a minimum of three (3) references of engagements for post-employment services of similar size and scope with other school district entities and/or other government public sector clients.

BASIC FEE INFORMATION

1. Provide a basic fee structure and information.
2. Note: Those selected for the pool will not be charged for use of the designated District facilities as the before and after school service and programs serve a public purpose for the students and families of DeSoto ISD.

SUBMITTAL FORMS

1. Complete, sign and submit the following forms:
Before & After School Questionnaire
<https://forms.office.com/r/Hzaz7yxue4>
Required Forms: <https://rb.gy/dzl0g>

Agreement Between the DeSoto Independent Campus District and [add contractor name] for Before and After School Program Care Services

This Agreement is entered into effective as of September 25, 2023, by and between the DeSoto Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within DeSoto, Dallas County, Texas (herein referred to as "The District") and {Add Contractor Name}, (herein referred to as "Contractor"). Any future changes to this Agreement must be executed in writing and signed by the parties.

1. Duties and responsibilities of Contractor:

- i. If selected by the campus principal, Contractor will provide after school program care services ("services") at the designated campus(es), according to the terms of this Agreement.
- ii. If mutually agreed upon, Contractor will provide before school program care services.
- iii. Contractor will occupy only the designated space(s) during operation the after-campus program as determined by the campus principal. Alternate space may be provided should the designated space be needed for campus related functions, provided that any alternate space satisfies applicable Texas licensing requirements.
- iv. Contractor's program shall include the features, operating hours and costs as described in the Program Overview and other materials developed by Contractor and delivered to District (the "Program Materials"), attached as **Exhibit "A"**.
- v. Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.

2. Duties and responsibilities of The District:

- i. District will provide the Contractor with access to, and use of, the designated District facilities in a manner reasonably sufficient to permit Contractor to provide the licensed services described in this Agreement. The District shall maintain such facilities in a safe and usable condition.
- ii. The District will provide snacks through a third-party vendor per USDA guidelines and state licensing requirements at the campus.
- iii. The District will provide reasonable assistance to Contractor to promote availability of the program described in this Agreement to parents of children enrolled in the District and will allow distribution of Contractor's marketing and recruitment materials approved by the District in accordance with applicable Board Policy.

The District will allow Contractor access to the Open Internet for Contractor's purposes related to providing the contracted services to the extent such internet is provided and operational at the Campus. The District shall not provide internet access or service for the Contractor beyond what is currently installed and in existence on the Campus.

- iv. The District will permit Contractor's use of campus phones in designated areas for Contractor's business and state licensing requirements to the extent such telephones are provided and operational at the Campus. The District shall not provide telephone access or service for the Contractor beyond what is currently installed and in existence at the

Campus.

- v. The contractor will inform The District regarding any 911 or emergency calls made from the District site.

3. Term:

- i. This Agreement shall commence on **October 1, 2023**, and conclude on June 30, 2026, or the last regular campus day for students during the 2025-26 campus year, whichever comes later.

4. Program Fees:

- i. Contractor will charge a fee per participating child, payable at times or intervals set at the discretion of the Contractor, as described in the Program Overview. Contractors may elect to charge additional fees to cover late payment charges, NSF fees, late pickup fees and other reasonable charges. The parents or guardians of children participating in the program will be responsible for the payment of all fees charged by Contractor/s, and the District shall not be responsible for payment of any program fees or additional fees.

5. Fees For Building Use:

- i. Contractor will not be charged for use of the designated district facilities as the services and programs serve a public purpose for the students and families of DeSoto ISD.

6. Termination:

- i. The parties hereto may terminate this Agreement by mutual written consent after ninety (90) calendar days written notice to the parents of the students participating in the Program, or without prior notice to parents if campus is adjourned for summer break.

7. Compliance with Laws:

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, state, or local laws and regulations in providing the services contemplated by this Agreement, provided that the District shall be solely responsible for ensuring that the District facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in this Agreement. In the event the action, inaction and/or negligence of the Contractor and/or its employees, representatives and/or agents creates a condition at the Campus causing the Campus facilities to not comply with any applicable laws related to use of the facilities for the purposes described in this Agreement, the Contractor, and not The District, shall be solely liable for repair of such condition.

8. Notices:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District:	DeSoto Independent School District
Name of District Contact:	Primary District Contact
Address:	Primary District Address

With Copies to: City, State ZIP Code
Primary District Contact
Primary District Address
City, State ZIP Code

To Contractor:
Contractor Firm Name: Contractor/Individual Name
Name of Vendor Contact: Contractor Contact Person
Address: Street Address
City, State ZIP Code

9. **Maintenance of Records:**

The books, records, and documents of the respective parties to this Agreement as far as they relate to work performed or money paid or received under this Agreement, shall be maintained for a period of three (3) full years; or for the period required by law from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other party or its duly appointed representatives.

10. **Maintenance of Property:**

Any District property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, ordinary wear and tear excepted, and shall be returned to Campus by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the Campus's possession shall be maintained by the Campus in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the Campus upon termination of this Agreement.

11. **Employment Practices:**

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. **Non-discrimination:**

Contractor will enroll students in its programs without discrimination as to race, color, gender, national origin, creed, religious beliefs, or ethnicity. Campus will not exclude children with disabilities from their programs unless their presence poses a *direct threat* to the health or safety of themselves or others or requires a *fundamental alteration* of the program for them to attend. Sites will make *reasonable accommodations* to their policies and practices to integrate children, parents, and guardians with disabilities into their programs unless doing so would constitute a *fundamental alteration* of the program.

13. Inappropriate Behavior

- i.* Sexual harassment of employees of the Contractor, employees of the District, or students of the District by the Contractor or the Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- ii.* The Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/PolicyOnline?key=362>. In the event that the Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- iii.* The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of the Contractor to the District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between the District and the Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect the Contractor's independent contractor status described herein.
- iv.* The Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by the Contractor's employees, subcontractors, and all other persons carrying out the Agreement. The Contractor must also require adequate and appropriate dress and identification of the Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and the District's students, employees, or the public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

14. Insurance:

During the term of this Agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00. Prior to commencement of performance of this Agreement, Contractor will deliver to the Campus a certificate evidencing required insurance coverage, in a form reasonably satisfactory to the Campus. Throughout the term of this Agreement, Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.

Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to

cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for all damages incurred due to the Contractor's failure to fulfill the agreement terms. The Contractor must name the District as an additional insured.

Workers' Compensation/Employers' Liability: The Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable. The required Workers' Compensation/Employers' Liability coverage is found in Exhibit "B", as designated in the RFQ.

15. Indemnification:

The Contractor shall accept full and complete responsibility for the operation and supervision of the child-care program it operates at Campus during the term of this Agreement and holds the District and the Campus free, harmless and indemnified from and against any and all claims, suits, or causes of action resulting from or out of the operation of the Contractor's child care program at the Campus.

- i. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.
- ii. The Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

16. District's Obligations Under State and Federal Law

The Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. The Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

17. Criminal Background Check:

During the term of this Agreement, Contractor shall maintain records to verify that each employee who is engaged or utilized by Contractor to provide childcare services pursuant to this Agreement will have undergone a state and national criminal background check. Evidence of criminal background checks shall be provided to the District prior to commencement of performance of this Agreement. Throughout the term of this agreement, Contractor shall provide updated background checks upon the employment of new personnel. Contractor agrees not to employ in the Program any person who is a registered sex offender, is charged with a crime involving a sexual assault of any type, is charged with or convicted of a felony, or is charged or convicted of an assault on a child of any age. The District reserves the right to refuse entry onto campus premises of any agent, representative or employee of Contractor. In the event the District prohibits entry onto campus

premises of any agent, representative or employee of the Contractor, the District shall notify the Contractor's agent and the reason for such refusal of access.

18. **Annual Sex Offender Registry Check:**

In accordance with Texas General Law, the Contractor shall annually ensure all employees or contracted personnel in direct interaction or contact with the students are not listed on the National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in the District under any circumstances.

Contractor employees and contracted personnel in direct interaction or contact with students will adhere to campus procedures regarding safety and security.

19. **Attorney Fees:**

In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, each party in such legal action shall assume responsibility of respective expenses of such action.

20. **Assignment:**

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of this Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

21. **Entire Agreement:**

This Agreement sets forth the entire agreement between the parties regarding the subject matter herein and shall govern their respective duties and obligations.

22. **Modification of Agreement**

This agreement may be modified only by written amendment executed by all parties.

23. **Force Majeure:**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause similar or dissimilar in nature beyond its control.

24. **Governing Law:**

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Texas.

25. **Severability:**

Should any provision of this agreement be declared to be invalid by any court of competent

jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set forth below, effective as of the day and year first above written.

{Add Contractor Name}

By:

DeSoto Independent Campus District

By:

Attest:

SAMPLE

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