



REQUEST FOR PROPOSAL (RFP)

May 2017

Not Construction

NOTICE IS HEREBY GIVEN that competitive proposals will be received at AVANCE-Houston, Inc. 4281 Dacoma, Houston, Texas 77092, on or before **Monday, June 12, 2017, at 4:00 p.m.** for the provision of Early Head Start services for northwest Harris County located within a 15 mile radius of zip code 77067.

AVANCE-Houston, Inc. is soliciting proposals for the provision of Early Head Start (EHS) services for northwest Harris County located within a 15 mile radius of zip code 77067. This Request for Proposal (RFP) is located on AVANCE Houston, Incorporated's website at www.avancehouston.org. If you do not have access to the internet and require us to send you a hard copy of this RFP, please call Rosanna Arredondo, Executive Assistant at (713)812-0033 Ext. 214 to make the request.

For ease of reference, AVANCE-Houston, Inc. will hereinafter be referred to as AVANCE. Respondents to this RFP will be referred to as Contractor.

On **Friday, May 19, 2017, at 12:00 pm until 1:00pm** AVANCE-Houston will hold a non-mandatory pre-proposal information meeting at its administrative office. Contractors planning to submit a proposal may attend this meeting; however, no more than two (2) representatives per Contractor may be present. Contractors can use this meeting to learn more about the Early Head Start-Child Care Partnership (EHS-CCP) grant opportunity, obtain clarification about the RFP, and ask any related questions.

Please refer to Section 5-Instruction to Contractors-RFP Preparation and Submittal Instructions for more detailed information.

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Section 1-SOLICITATION SCHEDULE & COMMUNICATION

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestones	Date & Time
RFP released and posted on AVANCE-Houston's Website	Wednesday, May 11, 2017
Pre-Proposal Meeting (Non-Mandatory) held by AVANCE	Friday, May 19, 2017
Deadline to submit written questions/inquiries to AVANCE	Wednesday, May 31, 2017
Deadline for AVANCE to respond to written questions/inquiries and post answers on its website	Friday, June 2, 2017
Proposal Submittal -Due Date	Monday, June 12, 2017 by 4pm
Anticipated award notification(s)	Friday, June 30, 2017
Anticipated start date for Early Head Start-Child Care Partnership Planning	Tuesday, August 1, 2017

NOTE: AVANCE reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on AVANCE-Houston's website for convenience.

Communication with AVANCE

It is the responsibility of the Contractor to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be posted on the AVANCE-Houston Inc. website. Questions must be submitted in writing no later than Wednesday, May 31, 2017. AVANCE will respond in writing to these questions on its website no later than Friday, June 2, 2017. No questions will be answered after this date, as not all Contractors would have the advantage of the answers. No verbal questions will be answered.

All administrative correspondence, including proposals, and questions concerning the RFP are to be submitted to:

Rosanna Arredondo,
Executive Assistant
AVANCE-Houston, Inc.
4281 Dacoma
Houston, Texas 77092
RArredondo@avancehouston.org

Section 2- PROJECT OVERVIEW

Purpose. This Request for Proposal (“RFP”) is being released to invite interested child care providers to prepare and submit proposals in accordance with instructions provided in this packet. One or more successful candidate(s) will be selected and invited to enter into a contractual agreement with AVANCE for the services outlined in this RFP. This RFP states: the instructions for submitting proposal, the specifications for the work, the procedure and criteria by which a provider may be selected, and the contractual terms by which AVANCE intends to govern the relationship between itself and the selected provider.

The goals of this project include:

1. Complying with all terms of the Early Head Start-Child Care Partnership federal grant;
2. Increasing children and families’ access to high quality child care education programs; and,
3. Enhancing the quality of the child care centers’ facilities, staffing, child and family support, and delivery of educational instruction.

Introduction. AVANCE is a five (5) year grantee under the Head Start Program administered by the United States Department of Health and Human Services, Administration for Children and Families, and is an authorized Head Start Program Administrator. AVANCE desires to establish a partnership agreement with at least one eligible child care center to deliver the Early Head Start-Child Care Partnership program using the Contractor's administrative and teaching staff, child care facility, and other resources. Early Head Start is a comprehensive child development program for low income children 0 to 3 years of age. The program services support and promote children’s physical, cognitive, language, and social/emotional development.

Early Head Start provides young children with an array of comprehensive services, including education, health, nutritional, behavioral, and family support services. AVANCE recognizes the critical opportunities of Early Head Start programs to positively impact children and families in the early years and beyond. Quality services have been the keystone for Early Head Start across its history. These principles continue to be both a guide and inspiration for quality Early Head Start services. They are designed to nurture healthy attachments between parent and child (and child and caregiver), emphasize a strengths-based, relationship-centered approach to services, and encompass the full range of a family’s needs.

The EHS-CC partnership project will provide high-quality, comprehensive, and continuous early care and education for infants and toddlers in licensed child care centers in areas of high need that support parents’ efforts to fulfill their parental roles; and help parents move towards self-sufficiency and positively affect child outcomes.

The anticipated start date for the Early Head Start-Child Care Partnership program services under the contract(s) resulting from this RFP shall be **August 1, 2017**. Upon notice of award, AVANCE will start planning and collaborating with the Contractor(s) to prepare for the children’s actual start date. AVANCE reserves the right to modify the contract start date.

The proposal submission will need to demonstrate child care center capacity to accommodate a minimum of 16 and up to 32 infant/toddlers and meet the classroom square footage allowances (infant (50 sq./ft. per child). The Contractor must propose to offer services within AVANCE's service area. *See Attachment B-Service Area Map*

At a minimum, all applicants must demonstrate that they are:

1. Fiscally sound, by authorizing AVANCE to conduct a "business" credit check only to identify past bankruptcies.
2. Experienced in operating a child care center for at least two (2) years.
3. Compliant, overall, with Texas Department of Family and Protective Services-Child Care Licensing.
4. An approved child care provider for the Texas Workforce Commission and accept child care subsidy (NCI).
5. Eligible to participate in the Child and Adult Care Food Program (CACFP) and receive reimbursement for food from USDA-Texas Department of Agriculture.

Reference of Key Regulations. The key regulations listed below may be referenced by their acronym in the RFP.

1. Head Start Program Performance Standards (**HSPPS**)
2. Texas Department of Protective and Family Services (**DPFS**)
3. Child Care Licensing Minimum Standards (**CCL**)

Section 3-SCOPE OF SERVICES

The Contractor will assume responsibility for adherence to daily compliance with classroom instruction, child nutrition, and health and safety, as required by Child Care Licensing and the Administration for Children and Families/Department of Health and Human Services, Office of Head Start. The Contractor will partner with AVANCE to implement ERSEA (Eligibility, Recruitment, Selection, Enrollment, and Attendance), and other Head Start Program Performance Standards and Head Start Act of 2007 related to EHS children's education, nutrition, health and safety. In addition, the provider will exercise sound financial practices and comply with the Head Start Program Performance Standards, Head Start Act of 2007 and AVANCE's financial policies and procedures. Contractor services will be offered according to the specifications and scope of services listed in this section.

AVANCE will assume responsibility for providing the Early Head Start support services. These services include: early childhood education coaching, health care monitoring and training, social services, family and community engagement, intervention support services (support for children with developmental delays and mental wellness), and child nutrition. In addition, AVANCE will provide program governance, program operations (Excluding classroom instruction and staffing of child care administrative and teaching staff), Financial and administrative Requirements, Federal Administrative Procedures in accordance with 45 CFR Chapter XIII-Part 1301, Part 1302, Part 1303, Part 1304, and Part 1305; and Head Start for School Readiness Act of 2007.

The Technical Program Aspects section is not all inclusive but represents many of the key requirements of the Early Head Start-Child Care Partnership program. Contractors will be expected to learn and adhere to all standards identified in the Head Start Program Performance Standards/Head Start Act of 2007.

TECHNICAL PROGRAM ASPECTS:

Selected Contractor(s) will provide all children with a safe, nurturing, engaging, enjoyable and secure learning environment. Said environment will help the children gain the skills and confidence necessary to succeed and prepare them for later responsibilities in school and life. The key areas below comply with the requirements of Head Start Program Performance Standards and the Head Start Act of 2007.

The Early Head Start Child Care Partnership initiative is grounded in 6 key areas that result in establishing quality, early childhood programs for children:

1. Family Eligibility, Recruitment, Enrollment, and Attendance
2. Staff and Professional Development
3. Facilities and Ratio
4. Child Development and Education
5. Health and Safety
6. Administrative and Financial Management

The Contractor(s) selected to partner with AVANCE shall show evidence of or capacity for adhering to the following:

1.1 FAMILY ELIGIBILITY, RECRUITMENT, ENROLLMENT, AND ATTENDANCE:

- 1.1.1 Provide no less than ten (10) hours of care per EHS-CCP operating day, Monday through Friday for at least 240 days each year at no cost to parents. The collection of child care subsidy co-payments as established by the State is permitted.
- 1.1.2 Assist in identifying eligible children, refer families to the program, keep attendance record and maintain enrollment of a child until age three.
- 1.1.3 Recruit and enroll children with and without child care subsidy, as well as perform the referral and follow-up of family needs.
- 1.1.4 Ensure that 10% of enrollment reflects children with disabilities who have an Individualized Family Service Plan (IFSP) from Early Childhood Intervention (ECI)
- 1.1.5 Ensure that 25% of enrollment reflects children with subsidized child care.
- 1.1.6 Maintain a current record on each child in the program in accordance with child care licensing, Head Start Program Performance Standards, Head Start Act of 2007, and AVANCE.
- 1.1.7 The contractor must participate in training on how to collect complete and accurate eligibility information from families and third party sources;
- 1.1.8 The contractor must incorporate strategies for treating families with dignity and respect and for dealing with possible issues of domestic violence, stigma, and privacy; and,
- 1.1.9 Must receive training on procedures that describe actions taken against staff, families, or participants who attempt to provide or intentionally provide false information.

2.1 STAFF AND PROFESSIONAL DEVELOPMENT:

- 2.1.1 Conduct interviews, verify references, and obtain criminal record checks.
- 2.1.2 Hire and retain qualified caregivers that have an infant/toddler Child Development Associate (CDA) through paying competitive wages and supporting the engagement of staff in professional development.
“All teachers providing direct services to children and families participating in the Early Head Start programs located in Early Head Start centers, have a minimum of a child development associate credential, and have been trained (or have equivalent coursework) in early childhood development; and establish staff qualification goals to ensure that all such teachers have been trained (or have equivalent coursework) in early childhood development with a focus on infant and toddler development.”
- 2.1.3 Create and maintain a file for each EHS-CCP employee and regular volunteers that includes the following: training documents, criminal records check (national and state based background checks, including sex offender and FBI fingerprints, as applicable), health screenings and results as required

by child care licensing, Head Start Program Performance Standards, Head Start Act and AVANCE.

- 2.1.4 Contractor must establish a system to track expiration dates of the teachers' background checks and CDA credentials and ensure that they are renewed within the timeline.
- 2.1.5 Participate in on-going professional development activities including coaching for teachers and directors.
- 2.1.6 Ensure that teachers receive preservice training, health and safety training, annual child abuse and neglect, and performance appraisals.
- 2.1.7 Ensure staff are available at mutually agreed times to meet with the AVANCE staff to discuss each child's progress, coordination of services for children and families, and overall needs of the program.
- 2.1.8 Compensate staff to participate in pre-service and in-service training outside of working hours.
- 2.1.9 Encourage the use of volunteers in the center and ensure that they adhere to the background checks and standards of conduct.
- 2.1.10 Ensure that all staff, consultants and volunteers abide by the Standards of Conduct that include the requirements of Head Start Program Performance Standards and the Head Start Act of 2007.

3.1 FACILITIES AND RATIO:

- 3.1.1 Ensure all facilities and physical environment meet or exceed the requirements of Head Start Program Performance Standards/Head Start Act of 2007 and maintain current state child care licensure.
- 3.1.2 Ensure adult-child ratios and group sizes meet Early Head Start standards of 1 adult for every 4 children with a total group size of not more than 8 and maintain the required ratio during all EHS operating hours.
- 3.1.3 Provide a space of 50 square foot per child for indoor space and 75 square foot per child for outdoor space.
- 3.1.4 Provide all related supplies and materials for the care of enrolled children including formula and diapers.
- 3.1.5 Ensure that child care teachers have access to computers and internet for use in record keeping.
- 3.1.6 Continue participation or apply for participation in the Texas Rising Star program within two (2) years of starting the partnership.

4.1 CHILD DEVELOPMENT AND EDUCATION:

- 4.1.1 Develop and follow a daily schedule and developmentally appropriate lesson plans.
- 4.1.2 Use the Creative Curriculum for Infant and Toddlers instructional approach to support the early learning of enrolled children along with any other curricula required by AVANCE.
- 4.1.3 Conduct initial sensory, developmental, and social/emotional screenings within 45 calendar days of entry.
- 4.1.4 Conduct ongoing assessment of children to individualize the instruction and learning for each child three (3) times per year.

- 4.1.5 Engage parents in the full range of child development services including two parent teacher conferences each year at the child care center and two home visits per year.
- 4.1.6 Provide opportunities for children with disabilities to participate in all Early Head Start activities, with appropriate modifications.
- 4.1.7 Participate in consultation with Mental Health Professional on children's social-emotional health issues.
- 4.1.8 Participate in consultation with AVANCE's Intervention Support staff and rehabilitative therapists such as Speech Therapist, Occupational Therapists, and Physical Therapist on children's development, equipment needs, and intervention strategies.

5.1 HEALTH AND SAFETY:

- 5.1.1 Ensure the security and well-being of all children enrolled and employees in accordance with the requirements of Texas Department of Family and Protective Services/Child Care Licensing, Head Start Program Performance Standards and Head Start Act of 2007. The Contractor should demonstrate the following best practices but not be limited to:
 - i. Use of fire and burglar alarms with coverage of the entire facility
 - ii. Use of security cameras and monitors with coverage of the building entrance, hallways, all classrooms, playgrounds, and other areas where children are present.
 - iii. The maintenance of the front doors that are set to a default locked position which requires entering individuals to be identified by the front desk personnel and buzzed in.
- 5.1.2 Establish written health and safety procedures for use in daily operation. Procedures must include but are limited to the following: transitions, sign in/out of children, release of children, active supervision, child guidance and redirection, reporting of child abuse and neglect, reporting of child related incidences, Prevention of Sudden Infant Death Syndrome (SIDS) and Shaken Baby Syndrome, medication administration, responding to medical emergencies, and exclusion and re-admittance policies.
- 5.1.3 Ensure the implementation and regular adherence to health and safety procedures and policies.
- 5.1.4 Practice active supervision and ensure that children are supervised at all times within both sight and sound.
- 5.1.5 Implement safe sleep practices to prevent Sudden Infant Death Syndrome (SIDS) and provide adequate spacing and appropriate equipment to accommodate infant sleeping.
- 5.1.6 Report any abuse or suspected abuse of any child in the program, in compliance with applicable state law and Head Start policy, and notify the AVANCE of all actions taken by the Contractor.
- 5.1.7 Provide classroom level health, dental health and nutrition services through participation in Child and Adult Care Food Program (CACFP) and consultation with AVANCE's support staff.
- 5.1.8 Ensure that each child receives meals and snacks that provide 2/3 of the child's daily nutritional needs.

6.1 ADMINISTRATIVE AND FINANCIAL MANAGEMENT:

- 6.1.1 Support the record keeping and reporting of activities and/or services that help meet the non-federal share match requirements, annual report, and the annual Program Information Report (PIR).
- 6.1.2 Ensure confidentiality of children and families' records and information in accordance with federal privacy acts, including the Head Start Program Performance Standards and HIPAA.
- 6.1.3 Maintain books, records and documents in accordance with appropriate accounting procedures and practices that sufficiently and properly reflect all expenditures of funds and revenues.
- 6.1.4 Make or procure matching contributions to the Early Head Start Childcare Partnership grant, having a monetary value not less than twenty-five percent (25%) of the agreement amount, and maintain supporting documentation evidencing such matching contributions. "Acceptable in-kind contributions" consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States federal government sources. It does include the salary of staff, fringe benefits provided to those staff, staff travel to Head Start conferences and training, transportation provided to children and families, equipment, supplies, food, and services such as health, dental, or mental health, training or other consulting services provided by outside contractors, facility space (value per square foot), and utilities, and cleaning services. "In-kind match" includes the fair market value of donated supplies, materials and services, including volunteer services in the classroom or on activities such as field trips and goods and services for which the Contractor pays less than fair market (the discount rate—the difference between the amount charged and the customary rate—is an "in-kind match."
- 6.1.5 Maintain sufficient funds to meet interim expenses for a period of six (6) weeks to allow for the submission and verification of reimbursable expenses and payment of services by AVANCE's finance department.
- 6.1.6 Seek payment of services only for eligible children, and deny no eligible child service when space is available or child care subsidy is lost, in accordance with all federal guidelines prohibiting discrimination.
- 6.1.7 Maintain the insurance coverage(s) limits as required by the State, including liability.
- 6.1.8 Participate in program self-assessment and community assessment, establish and implement policies and procedures including personnel policies that meet Head Start Program Performance Standards/Head Start Act of 2007.
- 6.1.9 Interface with consultants assigned to work with AVANCE-Houston, federal reviewers, financial auditors, and other authorized personnel with oversight responsibilities.
- 6.1.10 Form community partnerships, or act as a community partner to provide access to resources outside the program.
- 6.1.11 Establish a parent committee and facilitate parent elections to select one (1) delegate and one (1) alternate to serve on the AVANCE-Houston, Inc. Policy Council.

Section 4-PROPOSAL EVALUATION

Evaluation Process

A Procurement Committee will review all proposals to determine which Contractors have qualified for consideration according to the criteria stated in the RFP. The committee's evaluations will be based on all available information, including, proposal documents, subsequent visits and interviews, if necessary, reports, discussions, and other appropriate checks.

- 1. Initial Review-**All proposals will be initially evaluated to determine if they meet the following minimum requirements:
- a. The proposal must be submitted by deadline and comply with all the requirements of the RFP.
 - b. Contractors must meet the "Minimum Requirements"

INITIAL REVIEW-Minimum Requirements	YES/NO
1) Contractor authorized AVANCE to conduct a "business" credit check (check history of bankruptcies) and demonstrated that it is fiscally sound.	
2) Contractor has operated a child care center for at least two (2) years.	
3) Contractor demonstrated overall compliance with Texas Department of Family and Protective Services-Child Care Licensing Minimum Standards.	
4) Contractor is an approved child care provider for the Texas Workforce Commission and accepts child care subsidy, sometimes referenced as NCI.	
5) Contractor is eligible to participate in the Child and Adult Care Food Program (CACFP) and receive reimbursement for food from USDA-Texas Department of Agriculture.	

Section 4-PROPOSAL EVALUATION-Continued

2. Technical Review—Proposals meeting the above requirements will be subject to further evaluation. The evaluation itself will consist of the qualitative appraisal and ranking of responsive proposal statements in terms of the following criteria:

TECHNICAL REVIEW	SCORE (POSSIBLE POINTS)
SECTION A: Contractor Overview and Overall Impression of Proposal	15
SECTION B: Met Requirements and Responsiveness –Description Child Care Center, Service Delivery, Financial and Organization History, Performance, Commitment, and Interest	45
SECTION C: Contractor’s Experience, Staff Qualifications, and References	30
SECTION D: Facility	15
SECTION E: Agreement with Scope of Work & Terms and Conditions	20
Total	125

If further information is required, the Contractor may be requested to submit additional written documents, allow facility site visits, facilitate staff/parent interviews, and make oral presentations, as applicable.

Following the selection of the top-ranked proposals, Contractor qualifications and experience will be verified and, if found satisfactory, the Contractor will become part of the list of eligible providers for the AVANCE’s Early Head Start Program. Based on proposal rankings, contracts will be entered into with selected Contractor(s), as funds will allow. Selection will be based on determination of which proposal best meets the requirements of this RFP and the needs of AVANCE.

Section 5-INSTRUCTIONS TO CONTRACTORS

General Instructions

All interested and qualified Contractors are invited to submit a proposal for consideration. Contractors should carefully read the information contained in this RFP, including exhibits and attachments, and submit a complete response to all requirements and questions as directed.

By submitting a proposal, the Contractor agrees and assures that the specifications are understood and are adequate, and the Contractor accepts the terms and conditions herein. Any exceptions should be noted in responses.

Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Failure to comply with the requirements contained in this RFP may result in the rejection of the Contractor's proposal.

Proposals and any other information submitted by the Contractors in response to this RFP shall become the property of AVANCE.

Contractors assume all costs of preparation of the proposals and any presentations necessary to the process.

AVANCE will enter written contracts with the most responsive and responsible Contractors as determined by evaluation of the criteria as defined in *Section 4-Proposal Evaluation*.

AVANCE reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept any proposal is contrary to the best interests of AVANCE.

AVANCE may cancel this Request for Proposal or reject any or all proposals/bids in whole or in part.

Should AVANCE determine in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more qualified than any other under consideration, a contract may be awarded to that Contractor without further action.

AVANCE will not be bound to act by any previous communication or requests submitted by the Contractor other than this RFP.

RFP Preparation and Submittal Instructions

Submit one (1) original and one (1) copy of the proposal by hand delivery or tracked mail.

To aid in the evaluation, it is desired that all proposals follow the same general format. Proposals must be typed on white letter-size (8-1/2" x 11") paper. Erasures and "white-out" are not permitted. The proposal must be submitted in binders (Original and Copy) and have sections or content as labeled below:

Proposal Submission Checklist-Check off all items submitted in the proposal package

Cover Page -The Cover Page form is inserted at the end of this document-Attachment-A.

Certification Letter –Submit a letter, on letterhead stationery (if available), signed by a duly authorized representative of the company submitting the proposal. The certification letter must include the following information:

- a. A statement that the proposal is being submitted in response to the Request for Proposal – EARLY HEAD START CHILDCARE PARTNERSHIP SERVICES.
- b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with AVANCE on behalf of the company.
- c. A statement certifying that:
 - (i) the Contractor's signatory is an agent authorized to submit proposals on behalf of the company;
 - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge; I understand that misrepresentations or incorrect information provided to AVANCE can result in disqualification from the proposal process and/or termination of the contract.
 - (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Contractor or competitor for the purpose of restricting competition;
 - (iv) Contractors must assure that none of its employees are an immediate family member of an AVANCE employee, have no family member with a financial interest in AVANCE, nor are they related to an AVANCE employee who has administration and oversight of a potential contract with AVANCE;
 - (v) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by AVANCE; and
 - (vi) All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Table of Contents-Table of Contents must include the following headings:

Abstract Summary-This section shall contain an outline of the general approach utilized in the proposal. (Not to exceed 2 pages-single spaced)

Proposal Narrative-(1" page margins, 25-page limit, double spaced, 12 point font and single sided) See *Contractor's Proposal Narrative Requirements* for specific instructions. (Exhibits, Attachments, and Appendix Items are "Excluded" from the total page count).

NOTE: All respondents are expected to use the preprinted forms included in the RFP for submission. Please identify all Exhibits, Attachments, and Appendix Items, etc., with the Contractor's company name.

Exhibit A-Authorization for Business Credit Check

Exhibit B-Monthly Child Care Payment Calculations (Reference Example Only)

Exhibit C-Child Care Subsidy Report (Reference Example Only)

Attachment A-Cover Sheet

Attachment B-Service Area Map (Reference Only)

Attachment C-Contractor's Reference Contact Form

Attachment D-Child Care Center Verification Form

Appendix A- Organizational Chart

Appendix B- Job Descriptions, Staff Resumes, and Staff Licensures, as applicable

Appendix C- Child Care License Operation License

Appendix D- Facility Photos (All required): Facility Exterior & Signage, playground area, proposed classrooms for infants and toddlers, kitchen, and bathrooms. Please label each picture.

Appendix E- Copy of building layout or fire evaluation drawing(indicate proposed space for infants/toddler classrooms)

Appendix F- Description of current facility lease agreement terms

Appendix G- Proof of Insurance (facility, general liability, vehicle, & worker's compensation)

Appendix H- Letters of Reference (3 Minimum-Business, Parent, & Personal)

Appendix I- Other Documentation (As Applicable)- Supplemental information and attachments included by the Contractor such as certificates for Historically Underutilized Business (HUB), Small Business, and Minority and Women's Business Enterprise (MWBE) status

All pages of the proposal should be numbered sequentially (1,2, 3, etc.) Exhibits, Attachments, and Appendix Items must be titled and may be referenced separately.

Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. AVANCE will not be responsible for errors or omissions on the part of Contractors.

An authorized representative must sign the proposal.

The Contractor's package containing the original and copy proposal must be marked with the Contractor's name and titled "EARLY HEAD START CHILDCARE PARTNERSHIP SERVICES".

Attendance is recommended at the non-mandatory Pre-Proposal meeting to be held on **Friday, May 19, 2017, at 12:00pm until 1:00pm** at AVANCE-Houston's administrative office, located at 4281 Dacoma, Houston, Texas 77092. In order to maintain a fair and impartial competitive process, AVANCE-Houston can only verbally answer questions at the Pre-Proposal meeting and will avoid private communications regarding this RFP with prospective applicants during the qualification, preparation and evaluation period. Questions may be submitted in writing until **Wednesday, May 31, 2017**. Any questions submitted after **May 31, 2017**, will not be accepted. Please respect this policy and do not attempt to query AVANCE-Houston personnel regarding this Request for Proposals.

AVANCE-Houston may reproduce any of the applicant's proposal and supporting documents for internal use or for any other purpose required by law.

A Signed original and one (1) copy of the proposal must be submitted by hand delivery or tracked mail. Upon receipt, the proposal will be date stamped and accepted for consideration. Mailed proposals must be postmarked by **Monday, June 12, 2017**. AVANCE-Houston, Inc. is not responsible for reviewing any proposals that arrive after **4:00 pm**. Normal business hours are 8:00 am to 5:00pm, Monday through Friday. Proposals received after the due date will be returned unopened. AVANCE-Houston, Inc. will not accept supplemental information after the deadline, unless it is in response to specific information requested AVANCE-Houston, Inc. during the review process.

All packaged proposals must be delivered to:

**Attention: Rosanna Arredondo,
Executive Assistant
AVANCE-Houston, Inc.
4281 Dacoma
Houston, Texas 77092
Phone: (713)812-0033 Ext. 214**

Contractors are strongly encouraged to submit in advance of the due date to avoid the possibility of missing the deadline because of unforeseen circumstances. AVANCE assumes no responsibility for delays caused by any package or mail delivery service. Postmarks on or before the due date, will not substitute for receipt of proposal/bid. In the of an unscheduled AVANCE closure, all dates for proposal pre-conference meeting, submission, and/or opening will be rescheduled for the next regularly designated business day at the same time and location. Additional time will not be granted to any single Contractor, however additional time may be granted to all Contractors when AVANCE determines that circumstances require it.

Proposal Narrative Requirements

(Note: This section “Proposal Narrative” should not exceed 25 pages, double spaced) –The narrative must include each section and heading listed below and respond to the requested information.

I. Description of Child Care Center

1. Describe the characteristics of your center and the surrounding neighborhood, include geographic area
2. Describe the need for high quality child care centers,
3. Describe your center’s current resources and/or partnerships
4. Describe your center’s strengths
5. Described your center’s challenges

II. Proposed Child Development Service Delivery

1. Identify the number of infants and toddlers to be served
2. Describe how the child care center will provide and/or address the scope of services, as defined in *Section 3. Scope of Services*, to ensure high quality, early childhood services for children and their families:
 - a. Family Eligibility, Recruitment, Enrollment, and Attendance
 - b. Staff and Professional Development
 - c. Facilities and Ratio- *Note: Please include any projected facility or classroom renovations*
 - d. Child Development and Education
 - e. Health and Safety
 - f. Administrative and Financial Management

III. Organizational and Financial History

Briefly describe your organization’s history and role in the community. Include information about your financial stability.

IV. Contractor’s Experience and Qualifications

Briefly describe the Contractor’s experience with providing classroom instruction for infants and toddlers and preparing children for school.

Briefly describe the experience of Contractor’s key staff that will be working in any capacity of the EHS Program, including a description of the qualifications, experience and salaries of proposed key management and operating personnel. If these individuals have not yet been selected, describe the Contractor’s criteria for qualifications, experience and salaries in selecting personnel for these positions. Contractor may reference appendix items that further support its experience and qualifications.

Address center’s experience in serving infants and toddlers, special populations such as children with disabilities or atypical behavior, homeless, foster children, non-English speaking families, etc.

State if the Contractor has Historically Underutilized Business (HUB), Small Business, and/or Minority and Women's Business Enterprise (MWBE) status. Include any certificates in the appendices.

V. Performance

Address performance with child care licensing, describe past and/or current partnerships which support high quality early childhood development and education, describe past or current local, state, and/or federal center accreditations, such as Texas Rising Star, Texas School Ready, NAEYC, etc.

VI. Compliance Commitment

Describe your commitment to comply with all Child Care Licensing standards, Head Start Program Performance Standards, Head Start Act of 2007, Uniform Guidance Administrative requirements, and AVANCE's policies. Include the steps the Contractor will take to educate their current and future personnel about the Early Head Start Child Care partnership with AVANCE.

VII. Reason for Partnering with AVANCE

Describe why the Contractor chose to submit a proposal to provide Early Head Start services. Describe why AVANCE should select the Contractor child care center as a partner.

Section 6-GENERAL CONTRACT INFORMATION

1.0 General Contract Information

1.1 Award of Contract

AVANCE will enter written contracts with the most responsive and responsible Contractors as determined by evaluation of the criteria as described in *Section 4 Proposal Evaluation*. AVANCE reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of AVANCE. Should AVANCE determine in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more qualified than any other under consideration, a contract may be awarded to that Contractor without further action.

1.2 Scope of Work

The **Contractor** will provide services according to the dates, specifications, regulatory bodies, and Scope of Services listed in RFP (Solicitation Schedule, Scope of Services, and Instructions to Contractor).

1.3 Right of Refusal

AVANCE reserves the right to cancel this RFP or refuse any or all proposals/bids in whole or in part. Solicitation of this proposal/bid does not obligate AVANCE to make an award of pay for any costs incurred by **Contractor**.

1.4 Cost of Preparation

Contractors assume all costs of preparation of the proposals and presentations necessary to the process.

1.4 Confidentiality

The information contained in proposals/bids submitted for AVANCE consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning **Contractor** will be announced and all timely respondents will be notified of decision. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. AVANCE will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

Contractor asserts to AVANCE that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. The Contractor will sign any documents that are reasonably necessary to keep AVANCE in compliance with HIPAA, including, but not limited to, Business Associate Agreements. In addition, the **Contractor** will

ensure confidentiality of children and families' records and information in accordance with federal privacy acts, including the Head Start Program Performance Standards.

1.5 Non-disclosure/Database Breach

By signature on this agreement, the **Contractor** acknowledges its duty of non-disclosure and pledges to hold confidential any and all student, parent, and staff information of its participants in the EHS – CCP Program in Partnership with **AVANCE**. Specific written consent from Parent/Guardian is required prior to any release of a child or adult record from the **Contractor's** EHS- CCP data base unless covered by signed waiver(s) found in the EHS enrollment package. By signature below, the **Contractor** pledges to maintain the utmost confidentiality on the EHS family and student records in accordance with **AVANCE's** requirements, State of Texas requirements and Federal law including the Administration for Children and Families, Department of Health and Human Services.

Further, should the **Contractor** learn that its data base where the EHS Partnership records are maintained has been hacked or for any other reason that confidential information for one or more individuals in the **Contractor's** EHS database has been disclosed without authorization, the **Contractor**, acknowledges and agrees that it shall immediately inform **AVANCE** of the breach, and the Partners will meet to plan the most immediate and effective steps which shall be taken to obtain control and security of the **Contractor's** EHS database and make the appropriate notifications.

1.6 Debarment

Submission of a signed proposal/bid in response to this solicitation is certification that Contractor (or any sub-contractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that **AVANCE** will be notified of any change in a respondent's debarment status during the bid process or after receiving notice of having won the contract.

1.7 Proposal Understanding

By submitting a proposal, the **Contractor** agrees and assures that the specifications are understood and are adequate, and the **Contractor** accepts the terms and conditions herein. Any exceptions should be noted in written response.

1.8 Proposal Submission

The **Contractor** agrees and assures that the submission requirements are understood, and the **Contractor** accepts the terms. For detailed information regarding submission requirements, reference *Section 5. Instructions to Contractors-RFP Preparation and Submittal Instructions*.

Notice to Contractors:

- **AVANCE** reserves the right to request any additional information, which might be deemed necessary after the submission of a proposal/bid.
- The successful **Contractor** must comply with all applicable local, state and federal regulations and hold all required permits/ licenses for the business they will be doing with **AVANCE**.
- The submission of a proposal shall serve as “first look” evidence that the **Contractor** has full knowledge of the scope, nature and quality of work to be performed, or service to be provided, the detailed requirements of the specifications, and the conditions under which the work is to be performed.
- Permit/License Revocation: **Contractor** agrees to immediately notify **AVANCE** during the Proposal review process and upon contract award if a food handling certification, USDA/CACFP, or child care license is revoked or Contractor is fined, cited, or receive “disciplinary action” for violating any Federal, State, County or City code or regulation affecting the ability to operate in compliance with State and Federal law.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Contract Documents

If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed response(s) submitted by the **Contractor**, the specifications including all modifications thereof, any letters of agreement, Exhibits or other contracts, requiring signatures of **AVANCE** and the **Contractor**, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Data

The **Contractor** is required to provide **AVANCE** with detailed data concerning the contract/program at the completion of each contract year or at the request of **AVANCE** throughout the year. **AVANCE** reserves the right to audit the **Contractor's** records to verify the data. This data may include, but is not limited to, actual number of hours worked by the **Contractor's** staff, quantities and names of supplies furnished and utilized under the contract, and total cost of services rendered by time period.

2.3 Contract Validity

In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, these shall not affect the validity of the remaining portions of the contract.

2.4 Clarification of Responsibilities

If the **Contractor** needs clarification of or deviation from the terms of the contract, it is the **Contractor's** responsibility to obtain written clarification or approval. Requests must be directed to the Chief Financial Officer.

2.5 No Waiver of Proprietary Interest

Notwithstanding anything to the contrary contained herein or within any other document supplied to **AVANCE** by the **Contractor**, the **Contractor** understands and acknowledges that **AVANCE-Houston, Inc.** is a NON-PROFIT entity subject to the laws of the State of Texas and that any reports, data or other information supplied to **AVANCE** by the **Contractor** due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Texas.

2.6 Assignment

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the **Contractor** assign any money due or to become due without the prior written consent of **AVANCE**.

2.7 Equal Opportunity

In the execution of the contract, the **Contractor** agrees, consistent with **AVANCE** policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

AVANCE encourages the use of Historically Underutilized Business (HUB), Small Business, and Minority and Women's Business Enterprise (MWBE) participation. **Contractors** should indicate such status in their proposal and include proof in the appendices.

2.8 Code of Ethics- Contractor / Employees

AVANCE is committed to providing a positive environment for all employees. **AVANCE** thus has a legal and ethical responsibility to ensure that all adults working in its programs follow the Code of Ethics. Failure to comply with **AVANCE's** Code of Ethics could result in termination of this contract without advanced notice. Further information regarding this policy is available from **AVANCE**. **Contractors** are expected to have their own code of ethics/conduct that aligns with **AVANCE's** and Head Start Program Performance Standards.

2.9 Standards of Conduct-Staff, Consultants, Contractors, & Volunteers

Ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that:

Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

- (A) Use corporal punishment;
- (B) Use isolation to discipline a child;
- (C) Bind or tie a child to restrict movement or tape a child's mouth;
- (D) Use or withhold food as a punishment or reward;
- (E) Use toilet learning/training methods that punish, demean, or humiliate a child;
- (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- (G) Physically abuse a child;
- (H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
- (I) Use physical activity or outdoor time as a punishment or reward;

Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with the HSPPS-Protections for the Privacy of Children's Records and applicable federal, state, local, and tribal laws; and,

Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Personnel policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.

2.10 Sexual Harassment

AVANCE is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of the educational and working climate. **AVANCE** thus has a legal and ethical responsibility to ensure that all students and

employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment is defined by the **AVANCE** Houston Board of Directors. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the **AVANCE's** Human Resources office.

2.11 Smoking Policy

AVANCE must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, **AVANCE** has prohibited smoking in all **AVANCE** buildings. This rule must also apply to all Contractors and workers that serve children and families enrolled with **AVANCE**. The **Contractor** shall be responsible for the implementation and enforcement of this requirement at its own site and when Contractor's employees are on **AVANCE** sites.

2.12 Additional Services

AVANCE reserves the right to add additional services at a mutually agreed upon rate, if needed.

2.13 Legal Right to Work in the United States

It is the **Contractor's** responsibility to ensure that employees hired for the Early Head Start program have the legal right to work in the United States and Contractor must comply with the requirements of E-Verify program, as administered by U.S. Citizenship and Immigration Services. **Contractor** must allow **AVANCE** to review upon request their E-Verify records of employees working in the Early Head Start program.

2.14 Criminal History and Background Checks

Contractor to perform background and criminal history checks, including sex offender and fingerprinting at its own expense. Contractor must ensure that no employees assigned to the Contractor's center has a criminal conviction or any offense that is excluded by Texas Department of Family and Protective Services-Child Care Licensing and/or poses a risk to children, parents, or employees. The criminal history and background checks must be completed in accordance to TDFPS Child Care Licensing, Head Start Program Performance Standards, Head Start Act, and **AVANCE**, and Contractor's regulations and policies, always following the most stringent of the entities.

Background checks and selection procedures. Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:

- (i) State or tribal criminal history records, including fingerprint checks; or,
- (ii) Federal Bureau of Investigation criminal history records, including fingerprint

checks.

A program has 90 days after an employee is hired to complete the background check process by obtaining:

- (i) Whichever check listed above was not obtained prior to the date of hire; and,
- (ii) Child abuse and neglect state registry check, if available.

The **Contractor** must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.

The **Contractor** must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process is complete.

The **Contractor** must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed above, and review and make employment decisions based on the information, unless the program can demonstrate to **AVANCE-Houston, Inc.** that it has a more stringent system in place that will ensure child safety.

3.0 PERFORMANCE TERMS AND CONDITIONS

3.1 Contract Management

AVANCE shall be the authorized representative in all matters pertaining to the amendment or modification of this contract. The Director of Early Head Start and the support team will be responsible for working with the selected provider to implement the Early Head Start program. **AVANCE** will provide training to the employees of the selected child care center and oversight of day to day operations as specified in *Section 3. Scope of Services*.

3.2 Right to Monitor and Audit & Access to Records.

During all phases of the work and Services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of **AVANCE** and the Administration for Children and Families (ACF), Office of Head Start, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The **Contractor** will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this

grant/contract and makes such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by **AVANCE** or by any governmental entity or authorized contractor participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

3.3 Nondiscrimination and Workplace Safety

The **Contractor** agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

3.4 Environmental Protection

The **Contractor** shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the **Contractor** shall disclose any environmental violations caused in the performance of this work to the **AVANCE** and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder at the provider's site and shall be available for review by **AVANCE** at all times. Chemicals are to be stored in a proper manner as required by law, including child care licensing. A violation of applicable laws, rules or regulations may result in termination of this contract.

3.5 Provision of Supplies, Materials and Equipment

As specified in the contractual agreement, the Contractor will be responsible for using its own funds and federal grant funding to purchase materials, supplies, and equipment for the center in order to perform the scope of services. Early Head Start materials, supplies and equipment must be maintained in good operating condition and pose no risk to children.

3.6 Ownership and Retention of Property (Equipment, Supplies, & Materials)

Title to equipment having a useful life of one year or more, rests with **Contractor** only as long as this agreement or its successor is in effect. Upon termination of this agreement, title to equipment equivalent to or more than \$5,000 purchased under this agreement shall revert to **AVANCE-Houston, Inc.**, unless removal of equipment would pose damage to the facility or **AVANCE-Houston, Inc.** determines it has no use for the equipment in the future. Any unit of equipment costing over \$5,000 (purchased with Head Start funds) must have prior written authorization for purchase from both **AVANCE-Houston, Inc.** and **Administration for Children and Families (ACF)**.

AVANCE will maintain all appliances, supplies and materials valued at less than \$5,000 and purchased with the federal grant dollars in the event the contract is terminated.

3.7 Damage to AVANCE Equipment or Supplies/Materials

Any damage to **AVANCE**'s equipment (Valued at or in excess of \$5,000) or supplies and materials (Valued below \$5,000), either direct or indirect resulting from the **Contractor**, or its employees must be repaired fully and completely at the cost to the **Contractor**, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages left unrepaired or not repaired in an acceptable manner.

3.8 Inventory of Equipment, Supplies, and Materials

Upon award, **AVANCE** and the **Contractor** will conduct a joint inventory of all EHS-CCP equipment, supplies, and materials utilized by the program. The **Contractor** will agree to an initial inventory and annual verification.

3.9 Travel Policies

Both entities will adhere to its travel procedures when arranging out town travel. Per diem rates will be based on the federal government's rates for specified cities.

3.10 Travel Expenses

All travel expenses shall be assumed by the **Contractor** and shall not be billed to **AVANCE**, unless incurred in the performance of this contract. Travel expenses must comply with current General Services Association (GSA) (www.gsa.gov) regulations and reimbursement thresholds for federal travel.

3.11 Payments

The Contractor shall be paid for its services based on the actual number of children enrolled each month with payment adjustments made for children's with child care subsidy status. See Exhibit B –Monthly Child Care Payment Calculations and Exhibit C-Child Care Subsidy Report for examples of the payment process. The **Contractor** shall provide a monthly child enrollment report to **AVANCE** prior to payment.

Payment will be upon submittal of signed Invoice to **AVANCE** that includes all supporting documentation. **AVANCE** shall have no obligation to invoices that are incomplete, lack supporting documentation, or not submitted in accordance with set requirements.

3.12 Payment of Taxes

The **Contractor** shall pay all applicable taxes for costs related to the EHS-CCP program. The **Contractor** shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the **Contractor**.

3.13 Work Specifications

The intent of this RFP is to perform the services as specified in *Section 2-Project Overview and Section 3-Scope of Services* to implement and operate the Early Head Start program in compliance with federal regulations and **AVANCE's** standards.

3.14 Insurance

The **Contractor** shall maintain general liability insurance, or shall self-insure in accordance with State regulations. The Contractor shall also maintain vehicle insurance to include liability, bodily injury, and property damage. The Contractor must provide proof of such insurance to **AVANCE** before providing any services under this agreement. **AVANCE** shall be named as an additional insured on such policy of insurance, or in connection with such self-insurance. The **Contractor** shall also maintain Worker's Compensation Employee Insurance and will provide proof of such insurance to **AVANCE**. **AVANCE** reserves the right to ask **Contractor** to obtain additional coverage.

The Fair Employment Practice Statement of Compliance, Drug-Free Workplace Certification, and Certification Regarding Lobbying for Grants and Cooperative Agreements and Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion are incorporated into this agreement by reference and copies will be provided as required.

3.15 Security

The Contractor shall be responsible for securing all valuables nightly, particularly, cash drawers shall be locked and valuable items such as small calculators, radios, cash, and other personal property or effects shall be securely locked in drawers, etc. The Contractor agrees that all items will be properly secured, and should any items(s) be reported as missing, such incident shall be reported within twenty four (24) hours to **AVANCE** and the proper law enforcement authorities.

3.16 Terms and Conditions

The terms of this agreement shall commence on **August 1, 2017** and end on **August 31, 2018**, upon which a new agreement will be presented for review to continue service delivery.

3.17 Dispute Resolution Process

Should an internal dispute occur between the **Contractor** and the **AVANCE-Houston, Inc.** Board of Directors, and an impasse occurs, the following steps will be taken:

The Parties shall identify a mediator or mediation team upon which both companies agree. The cost of mediation shall be shared equally. The mediated decision shall be in writing and signed by a representative of each company and shall be binding on both entities.

3.18 Litigation

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas. The **Contractor** agrees that any litigation, action or proceeding arising out of this contract, shall be instituted in the State of Texas. Prior to filing suit, the parties agree to good faith mediation.

4.0 LEGALITIES

4.1 Non-assignability

This contract agreement is not assignable for any reason, and specifically, it may not be used by a third party to collect against indebtedness of a signing party. Should the **Contractor** abandon or withdraw from this contract, **AVANCE** automatically rescinds the contract.

4.2 Partners' Affiliation and Legal Status

AVANCE and the **Contractor** are independent legal entities. Nothing in this contract shall construe or deem to create a relationship of employer and employee, principal and agent, legal partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this agreement. Consequently, the **Contractor** shall pay all social security, unemployment insurance and other federal, state, or local taxes imposed on the payments made by **AVANCE** to **Contractor** hereunder.

4.3 Indemnification

The **Contractor** agrees to indemnify and hold harmless **AVANCE**, its officers, agents and employees from any and all claims and losses, attorney fees occurring or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement.

4.4 Use of Partner's Name

Authorization will be obtained to use partner's official name and logo in external media documents, grants, or advertisements.

4.5 Contract Modification and Renewal

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by authorized agents for the **Contractor** and **AVANCE-Houston, Inc.** No oral understanding or agreement shall be binding in either party. This agreement is considered to be from year to year and will be contingent on the continuation of federal funding for this project and evaluation of the **Contractor's** performance and adherence to program regulations. Any

modification or amendment proposed by the **Contractor** must be submitted in writing to the Executive Director of **AVANCE**. Modifications or amendments must be in writing and signed by both parties.

4.6 Contract Extension

AVANCE reserves the right to extend the contracts entered pursuant to this RFP for up to one hundred twenty (120) days.

4.7 Termination Due to Funding

AVANCE is primarily federally funded. In the event **AVANCE** is prevented from fulfilling payments under this contract due to a drastic decrease of funding, it shall promptly notify the **Contractor** and negotiate both a revised schedule to which both Parties agree, and a revised payment schedule. If grant funding is suspended, terminated, or should become unavailable at any time for the continuation of this contract, and further funding cannot be obtained for the continuation of this contract, then the sole recourse of **AVANCE** shall be to provide (60) days written Notice of Termination to the **Contractor**, any further months of payments are cancelled following the (60) days, and this contract shall become null and void. In the event of such termination, the **Contractor** shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

4.8 Termination With or Without Cause

AVANCE may terminate this MOU with or without cause with (60) days prior written notice.

If **AVANCE** terminates this contract because the Office of Head Start is requiring **AVANCE** to re-compete for its funding and due to Office of Head Start's requirements found in Head Start Program Performance Standards Part 1304, **AVANCE's** funding is temporarily or permanently removed, then **AVANCE** shall have the right to pursue all remedies available to it under Federal or Texas law regarding contract dissolution and release of contractual duties without penalty including non-payment of financial obligations beyond the Notice Period.

Head Start Program Performance Standards-Part 1304.11 & Part 1304.12/Head Start Act of 2007 Recompetition-7 Triggers-Note: **AVANCE** will be required to re-compete for its 5 year grant by the Office of Head Start (OHS) if **AVANCE** or **Contractor** meets any of the following conditions:

- ▶ Deemed by OHS to have an area of Deficiency
- ▶ School Readiness Goals & Demonstration (Inadequate or Absence of)
- ▶ Low CLASS Scores (Not Applicable to EHS)
- ▶ Revocation of Childcare License
- ▶ Revocation of Early/Head Start grant by ACF
- ▶ Debarment from receiving Federal or State Funds, including USDA
- ▶ At risk of failing to continue functioning as a going concern (No threat of Liquidation)

The **Contractor** may terminate this MOU upon providing sixty (60) business days prior written notice. From the date of notice to terminate the agreement, the **Contractor** is required to keep

all enrolled children for sixty (60) days. During this (60) day period, all comprehensive services including but not limited to home visits, parent teacher conferences, monthly reports, attendance must be completed prior to last day.

4.9 Cancellation for Failure to Perform

Should **AVANCE** be dissatisfied with Contractor's performance at any site at any time, **AVANCE** will contact **Contractor** IN WRITING within 72 hours of discovering the area of dissatisfaction. **Contractor** will meet with **AVANCE** staff if necessary to assess the performance together. **Contractor** will revise service delivery to **AVANCE's** satisfaction.

Work and labor provided by **Contractor** will be done by the **Contractor** as an independent contractor and under **Contractor's** direct management, supervision and control. **Contractor's** employees must be insured and trained.

If the **Contractor** defaults in its agreement to provide the services to **AVANCE's** satisfaction, or in any other way fails to provide service in accordance with the contract terms, **AVANCE** shall promptly notify the **Contractor** of such default and if adequate correction is not made within seven (7) business days, **AVANCE** may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by **AVANCE**, either **AVANCE** or the **Contractor** may terminate this contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the **Contractor** from its obligation to provide goods or services per the terms of the contract during the notification/termination period.

To ensure the smooth transition of services for children and families, the **Contractor** must continue providing EHS services for sixty (60) days from the Date of Notice to **AVANCE**.

4.10 Memorandum of Understanding (MOU) Development and Approval Process

Upon contract award, Both **AVANCE** and the **Contractor** will collaborate to develop and maintain an up-to-date and accurate MOU. The MOU will be reviewed by both parties annually. If there is a disagreement about the content or language of the MOU, then both parties will work together to develop language acceptable to both parties. If necessary, the Dispute Resolution or Impasse process will be utilized to come to resolution.

4.11 Compliance with Local, State, and Federal Regulations and Policies

The **Contractor** shall comply with all applicable federal, state, and local regulations to include but not limited to: The Improving Head Start for School Readiness Act 2007 (42 USC 9801) also known as the Head Start Act, 45CFR Part 1301,1302, 1303, 1304, and 1305 as the Head Start Program Performance Standards) or as amended located at the following website: <http://eclkc.ohs.acf.hhs.gov/hslc> and Texas State minimum childcare standards. The **Contractor** shall ensure that all documentation, records and reporting will adhere to the Head Start Program Performance Standards, Head Start Act of 2007, and guidelines as well its own professional ethics, integrity, and standards.

4.12 Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

Contractors must state assurance that they are not an immediate family member of an **AVANCE** employee, have no family member with a financial interest in **AVANCE**, nor are they related to an **AVANCE** employee who has administration and oversight of a potential contract with **AVANCE**.

4.13 Prohibited Activities

The **Contractor** is prohibited from taking an active part in lobbying, partisan political management or partisan political campaigns at the expense of the federal grant.

4.14 Employee Compensation Limit

No employee of **AVANCE** or the **Contractor** paid with any percentage of Head Start funding shall receive compensation that exceeds the federal Employee Compensation Cap-Level II-\$187,000.

4.15 Contractual Period

This contract is at-will and may be modified by mutual consent of authorized officials from **AVANCE** and the **Contractor**. This MOU shall become effective upon signature by the authorized officials from **AVANCE** and the **Contractor** and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from **AVANCE** and the **Contractor** this MOU shall end on **August 31, 2018**. The selected Contractor(s) will be recipients of funds from **AVANCE**'s 2nd (Fiscal Year 2016) and 3rd (Fiscal Year 2017) year federal grant awards. Although the grant has been awarded to **AVANCE-Houston, Inc.** for five (5) years, **EHS-CCP** partners will be asked to participate in Head Start's annual grant application, annual evaluation for continuation as a partner with **AVANCE**, and annual contract renewal process, as applicable. **AVANCE**'s five (5) year federal **EHS-CCP** grant will end on **August 31, 2020**.

CONTRACT SIGNATURES

By Signature below the parties agree to the terms and conditions listed in this AVANCE-Houston Request for Proposal with Exhibits, as written. Respondent hereby certifies that Contractor has read, understands and agrees that acceptance by AVANCE or Contractor's offer will create a binding Contract. Contractor agrees to fully comply with all terms and conditions as set forth by AVANCE, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement. This contract is in effect upon signature of both parties.

_____-AVANCE-Houston, Inc.

Signature –CONTRACTOR'S NAME

Printed Name

Printed Name

Date of Signing

Date of Signing

EXHIBIT A-AUTHORIZATION OF BUSINESS CREDIT CHECK

I authorize AVANCE-Houston, Inc. to obtain a consumer credit report of my business, in connection with the Early Head Start-Child Care Partnership, through a credit reporting company selected by AVANCE. The information obtained may come from public or provide entities in accordance with the Fair Credit Reporting Act.

I understand and agree that AVANCE-Houston, Inc. intends to use this consumer credit report for the purposes of checking my company's history of bankruptcies, if applicable.

I understand that the credit report will be maintained on file by AVANCE-Houston, Inc. and not disclosed to other individuals or entities without my prior written consent.

I authorize all entities that may possess said information regarding the business listed below, to release the same to AVANCE-Houston, Inc. in order to complete said report. This authorization shall be valid as of the date below and shall continue for the duration of the business agreement. I further understand that use of a photocopy of this form may be necessary to complete this report. I authorize that use, and request that such a copy be honored fully.

Business Name: _____

Business Phone: _____ Tax ID/DUNS #: _____

Business Address: _____

Business City: _____ State: _____ Zip: _____

Owner's Name: _____ Title: _____

I certify that the facts and information in this form and any attachments are true and complete to the best of my knowledge.

Owner's Signature: _____ Date: _____

EXHIBIT B-MONTHLY CHILD CARE PAYMENT CALCULATIONS (EXAMPLE ONLY)

EXAMPLE <i>(The numbers reflected in the tables below don't represent actual payment/reimbursement amounts.)</i>	Per Month/Per Child
EHS base cost per child = \$12,000 annually	\$ 1,000.00
Child Care subsidy per child = \$3,600 annually	-\$ 300.00
Monthly child care payment from AVANCE for child with subsidy	\$ 700.00
Monthly child care payment from AVANCE for child with NO subsidy	\$ 1,000

NOTE: Contractor must ensure that at least 25% of enrolled children receive child care subsidy. The Contractor will be paid based on the actual number of days each child is enrolled.

January (31 days enrolled)		
Child ID	Subsidy	Payment
Child 1	Yes	\$ 700.00
Child 2	No	\$ 1,000.00
Child 3	No *	\$ 767.75
Child 4	Yes	\$ 700.00
Child 5	No	\$ 1,000.00
Total Payment for Jan.		\$ 4,167.75

February (28 days enrolled)		
Child ID	Subsidy	Payment
Child 1	No *	\$ 914.29
Child 2	No	\$ 1,000.00
Child 3	Yes	\$ 700.00
Child 4	Yes	\$ 700.00
Child 5	No	\$ 1,000.00
Total Payment for Feb.		\$ 4,314.29

* Loss subsidy 1/25

$$24 \text{ days} = \$700/31 * 24 = \$541.94$$

$$7 \text{ days} = \$1000/31 * 7 = \$225.81$$

* Loss subsidy 2/9

$$8 \text{ days} = \$700/28 * 8 =$$

$$\$ 200$$

$$20 \text{ days} = \$1000/28 * 20 = \$914.29$$

**ATTACHMENT A
COVER SHEET**

**CONTRACTOR'S NAME/LOGO
EARLY HEADSTART CHILDCARE PARTNERSHIP**

Contractor's Name: _____
Address: _____
Name of Owner: _____
Name of Director: _____
Name of Individual Authorized to Negotiate: _____
Contact Phone Numbers (Voice, Fax): _____
E-Mail Address: _____
Web Site Address, if applicable: _____

Total Request for Funding: _____

License Capacity: _____ Current Enrollment: _____
Current # of Classrooms for Infants and Toddlers: _____

Current # of Infants Enrolled: _____

Current # of Toddlers Enrolled: _____

Current # of Infant and Toddler Teachers: _____

This proposal is being submitted in response to the Request for Proposal – EARLY HEAD START CHILDCARE PARTNERSHIP SERVICES.

The following individual is authorized to negotiate with AVANCE on behalf of the Contractor:

Name: _____
Job Title: _____
Email Address: _____
Telephone Number: _____
Mailing Address: _____

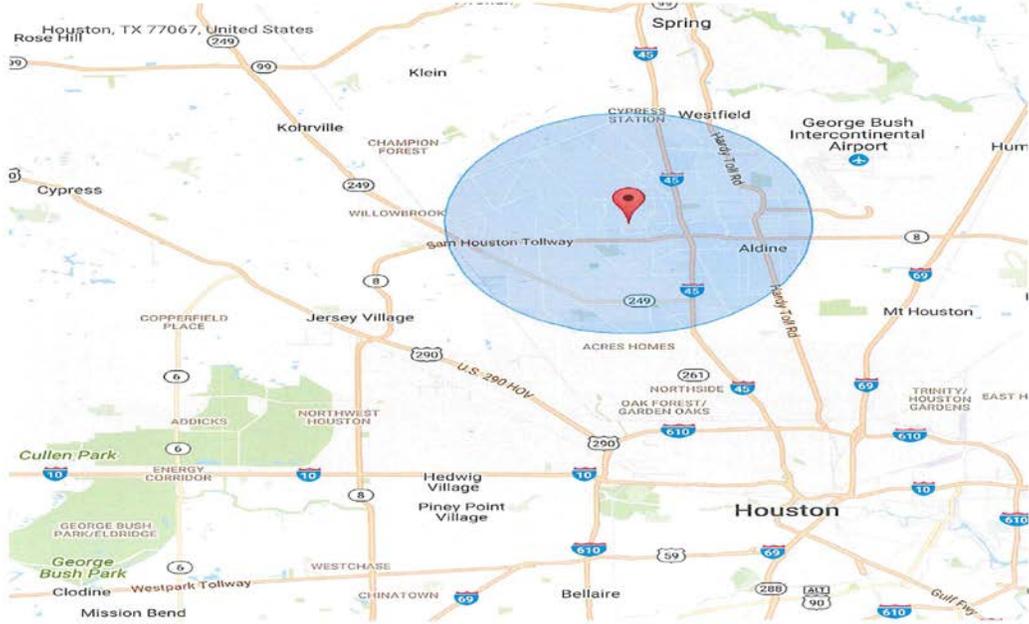
Acknowledgement Statement: I declare that all the information I have provided on all pages of this proposal is true and accurate to the best of my knowledge. I understand that misrepresentations or incorrect information provided to AVANCE can result in disqualification from the proposal process and/or termination of the contract.

Name (Printed)

Signature

Date

ATTACHMENT B
AVANCE'S SERVICE AREA MAP-EHS/CCP SITE



**ATTACHMENT C
CONTRACTOR'S REFERENCE CONTACT FORM**

CONTRACTOR SUBMITTING PROPOSAL: _____

Note: Include letters from each Reference listed (Business, Parent, & Personal).-Appendix H

1. COMPANY NAME: _____
- ADDRESS: _____
- CONTACT PERSON: _____
- RELATIONSHIP: _____
- TELEPHONE: _____ E-MAIL ADDRESS: _____

I, _____, authorize AVANCE-Houston, Inc. to contact you in order to complete
(Name)
a reference check.

Signature

Date

**ATTACHMENT C
CONTRACTOR'S REFERENCE CONTACT FORM**

CONTRACTOR SUBMITTING PROPOSAL: _____

Note: Include letters from each Reference listed (Business, Parent, & Personal).-Appendix H

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

RELATIONSHIP: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

I, _____, authorize AVANCE-Houston, Inc. to contact you in order to complete
(Name)
a reference check.

Signature

Date

**ATTACHMENT C
CONTRACTOR'S REFERENCE CONTACT FORM**

CONTRACTOR SUBMITTING PROPOSAL: _____

Note: Include letters from each Reference listed (Business, Parent, & Personal).-Appendix H

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
RELATIONSHIP: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

I, _____, authorize AVANCE-Houston, Inc. to contact you in order to complete
(Name)
a reference check.

Signature

Date

**ATTACHMENT D
CHILD CARE CENTER VERIFICATION FORM**

Name of Company/Child Care Center:		
Physical Address of Child Care Center:		
Owner of Company/Child Care Center:		
TDFPS CCL Operation License #:		
		<i>Circle Yes or No</i>
Is the child care center leased or owned?	Yes	No
If leased, when does the lease expire?	Yes	No
Do you participate in Texas Quality Rating Improvement System-QRIS (Texas Rising Star Program)?	Yes	No
Do you have a quality rating?	Yes	No
If yes, what is your star quality rating?		
Do you have any other national quality accreditation?	Yes	No
If yes, what is it?		
Do you have a history of serving children with child care subsidies?	Yes	No
If yes, how many children did you serve during the last 6 months?		
List your current insurance policies and level of coverage:		
General operational liability	\$	
Automobile	\$	
Physical/sexual abuse and molestation, if applicable	\$	
Workman's Compensation	\$	
Are you using evidence-based curriculum?	Yes	No
If yes, what curriculum do you use?		
Curriculum Name:		
Are you doing any child development screenings and assessments?	Yes	No
If yes, what tools do you use?		
Screening/Assessment Name(s):		
Do you serve children with disabilities?	Yes	No
If yes, how many children did you serve during the last 6 months?		
Are you participating in the Child Adult Care Food Program (CACFP)/USDA?	Yes	No
If yes, how long have you received CACFP reimbursement?		

PROPOSAL SUBMISSION CHECKLIST

_____ **Cover Page (Attachment A)**

_____ **Certification Letter**

_____ **Table of Contents**

_____ **Abstract Summary** (no more than 2 pages-single spaced, 12pt. font, & one sided)

_____ **Program Narrative** (no more than 25 pages-double spaced, 12pt. font, & one sided)

_____ **Contract Terms-Signed**

_____ **Exhibit A**-Authorization for Business Credit Check

_____ **Attachment C**-Contractor's Reference Contact Form

_____ **Attachment D**-Child Care Center Verification Form

NOTE: Contractors are required to use the attached forms to submit their proposal.

_____ **Appendix A**- Organizational Chart

_____ **Appendix B**- Job Descriptions, Staff Resumes, and Staff Licensures, as applicable

_____ **Appendix C**- Child Care License Operation License

_____ **Appendix D**- Facility Photos (All required): Facility exterior & signage, playground area, proposed classrooms for infants and toddlers, kitchen, and bathrooms. Please label each picture.

_____ **Appendix E**- Copy of building layout or fire evaluation drawing

_____ **Appendix F**- Description of current facility lease agreement terms

_____ **Appendix G**- Proof of Insurance(s) (facility, general liability, vehicle, & worker's compensation)

_____ **Appendix H**- Letters of Reference (3 Types: Business, Parent, & Personal)

_____ **Appendix I**: Other Documentation- Supplemental information and attachments included by the Contractor(i.e., not required) such as certificates of awards, small business or minority owned status, etc. should be clearly identified in the Table of Contents and provide as a separate section.

Note: Contractors must label each appendix document, as applicable.