

**Request for Proposals (RFP)**  
**21RFP025 – Phase I**  
**Fine Arts & Creative Learning Partnerships**

DATE	EVENT
October 6 & 13, 2020	Advertise/Issue Date
October 20, 2020	Due Date for Questions by 2:00 pm (submit via email only to: <a href="mailto:jessica.balandran@austinisd.org">jessica.balandran@austinisd.org</a> )
October 21, 2020	Questions and Answers Posted on AISD Website
<b>November 10, 2020</b>	<b>RFP closing / due date at 2:00 pm CST</b>

**NOTICE TO RESPONDENTS**

Due to COVID-19 precautions and in an effort to prevent the spread of COVID-19 while continuing to provide ongoing support and services for Austin ISD, the District will accept electronic (email) bid submissions for *21RFP025 Fine Arts & Creative Learning Partnerships* via email; **FAX or HARD COPY proposals will not be accepted.**

**SUBMIT ELECTRONIC (EMAIL) BID RESPONSES TO:**

**To:** [jessica.balandran@austinisd.org](mailto:jessica.balandran@austinisd.org)

**Subject: BID RESPONSE: 21RFP025 Fine Arts & Creative Learning/(Vendor Name)**

- This is a Request for Proposals for the purchase of goods under Texas Education Code 44.031.
- Questions regarding this bid must be submitted via e-mail to the bid contact listed above. The subject line should read: ***Questions: 21RFP025 Fine Arts & Creative Learning.***
- Questions & Answers and any Addenda to this bid will be posted to the district's website at: [Bid Opportunities & RFPs.](#)

AUSTIN INDEPENDENT SCHOOL DISTRICT  
Fine Arts & Creative Learning Partnerships  
Request for Proposal (RFP) 21RFP025 – Due November 10, 2020 (Phase I)

**I. PURPOSE**

The Austin Independent School District (herein after referred to as "AISD" or the "District") is working to create an Arts-rich school district that will fulfill the vision of the AISD to be a nationally recognized outstanding school district, instilling a passion for life-long learning in all students. Arts-rich schools use the arts to enhance learning in fine arts programs and across the curriculum through performances and exhibitions, workshops and residencies, and a variety of long and short-term experiences for students and teachers. Our theory of action states: *If all students have access to creative learning in arts-rich schools, they will experience higher levels of artistic development, academic achievement, engagement, pro-social behaviors and college attainment.*

In an effort to assist the District in its strategy to provide a high-quality, well-rounded educational experience to all students that is rigorous, culturally relevant, healthful and engaging, the District is seeking proposals from qualified individuals/firms with whom to establish strategic service agreements for Fine Arts and Creative Learning Partnerships. This includes individuals and community arts organizations to provide thriving partnerships and collaborations for arts learning across all disciplines. This RFP process provides a more efficient and effective collaboration between community partners and the District. Qualified applicants and organizations will be asked to provide a rich portfolio of options for arts learning and creative experiences in school and throughout the community; options that are above and beyond what is already provided by the District.

This competitive solicitation is advertised under Texas Education Code 44.031.

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**IMPORTANT NOTICE:**

Firms previously awarded under Fine Arts & Creative Learning Initiative RFPs  
**P16-035, P17-042, 18RFP086, 19RFP021 & 20RFP033**  
should not and do not need to re-apply at this time.

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Any awards made under those previous solicitations will remain in effect  
and unchanged, per the terms and conditions of those solicitations,  
including any subsequent agreements that may have resulted.

## II. TIMELINE

In order to allow for maximum participation, **RFP 21RFP025** allows for two staggered opportunities for individuals/firms to submit proposals for evaluation.

**The Phase I and II deadlines to submit proposals are as follows:**

- **Phase I - November 10, 2020** for services beginning Spring 2020-2021 School Year.
- **Phase II – April 27, 2021** for services beginning Fall 2021-2022 School Year.

## III. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

## IV. TERM OF AGREEMENT

Agreement(s) resulting from this solicitation will be in effect for a term of five (5) years and shall start upon full execution of the agreement, but not before January 1, 2021. In addition, the District reserves the right to extend the contract beyond the final expiration date if necessary, to ensure no lapse in service.

## V. COMPETITIVE RESPONSE REQUIREMENTS

A valid response to this competitive solicitation must contain the following:

1. **Application** – This is an AISD form, see 'Attachment A: Application'.

**Sections I & II** Must be completed by organization's authorized representative.

**Section II** Must be completed by each staff member and volunteer within the organization that will be on campus serving students in any capacity. Staff/volunteer applications should be collected and submitted as part of vendor's complete response packet.

**V. COMPETITIVE RESPONSE REQUIREMENTS (con't)**

2. **Proposal** – This is a separate document developed by the firm, and organized in the following format and sequence:
  - a. **Preface** – Proposal must include a summary of two (2) pages or less that gives a concise summation of the organization’s proposal (*e.g. What services are you proposing to bring to campuses that go above and beyond what the district already provides in terms of fine arts & creative learning programming*).
  - b. **Section I – Summary of Experience** – This section must include the full name and address of the person submitting the proposal. It must also include a summary of vendor’s professional experience and the professional experience of all individuals that will provide services described in this proposal and under the terms of any resulting service agreement.
  - c. **Section II – Scope of Service** – This section must identify and include a detailed description of the services to be performed (see ‘Scope of Service and Performance Requirements’ section). Proposal must describe staff’s ability to provide / perform / deliver services. Proposal should clearly state any exceptions to the specifications of the RFP, or any conditions of the proposal.
  - d. **Section III – Financial Proposal** - This section must contain a straightforward and concise delineation of the Basis of Fee to be charged for each type of programming to be provided under the terms of this RFP. (e.g. hourly, weekly, semester, group, clinic, workshop, performance, show, residency, class, student, session, etc.).

Respondents should always indicate the standard rate of pay for services. If programming can be provided at a reduced cost/sliding scale basis, respondents should describe the parameters of this option separately.

**NOTE:** Incorporated within the Basis of Fee for each program type should be any administrative fees, printing/shipping charges, travel/meal expenses, professional development/certification costs, etc. The District will not reimburse for these items individually.

**V. COMPETITIVE RESPONSE REQUIREMENTS (con't)**

- e. **Section IV – References** – This section must contain a minimum of **three (3) letters of reference** on behalf of the person submitting the proposal. References must be from schools, school districts, governmental entities and/or professional organizations and firms substantially serviced by the firm (*references most similar to organizations similar to AISD are preferred*).

Each reference must contain point of contact's name, business address, email address, and a minimum of (2) working phone numbers where they can be reached. **Acceptable letters of reference must adequately address the following:**

*General*

1. How long have you done business with this vendor/firm?
2. What services or supplies did they provide?
3. Was the contracted work completed to your specifications?
4. Were the contract prices honored for the duration of the contract?
5. Were the services delivered within a reasonable amount of time and to your specifications/needs?
6. Did the vendor/firm maintain good communication throughout the contract?
7. Would you use this vendor/firm again?
8. Any additional comments?

*Contractor Capability*

1. Talk about the vendor/firm's professional ability to fulfill their contract with you.
2. Did you see the vendor/firm's work or service in action? How would you describe the quality of service?
3. Were there any concerns or weaknesses with the vendor/firm that we should be aware of?

*Program Plan*

1. What was your overall experience with the program/service provided by vendor.
2. What were the outcomes? How were these outcomes captured and assessed?
3. Were there any concerns or weaknesses with the program that we should be aware of?

**V. COMPETITIVE RESPONSE REQUIREMENTS (con't)**

- f. **Section V - Required Forms** – This section must contain each of the required forms executed by the organization’s authorized representative. All forms are available on our website at: [www.austinisd.org/cp/forms](http://www.austinisd.org/cp/forms).
- g. **Section VI – Historically Underutilized Business (HUB) Program Requirements** – The HUB Program promotes and strongly encourages the involvement and participation of HUBs in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

**VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS**

The following describes the scope of service and performance requirements sought by the District under this RFP. Vendors must address directly within ‘Scope of Service’ section of the proposal. Failure to describe organization’s capabilities to accomplish one or more elements of the **Scope of Service/Program Type**, will impact proposal’s score.

Scope of Service / Program Type
Fine Arts Performances, On-Campus
Fine Arts Performances, Off-Campus
Fine Arts Professional Development, for Teachers
Fine Arts Clinics <i>(Workshops, Coaching, Master Classes, Judging, Mentoring, Choreography, etc.)</i>
Fine Arts Workshops, for Communities/Families
Fine Arts Residencies, Multiple Visit Programs
Fine Arts Exhibitions
Fine Arts Educational Resources <i>(Curriculum editing, websites, blogs, podcasts, guidebooks, audio, media, technology)</i>

**VII. COMPETITIVE SELECTION**

This is a NEGOTIATED and multi-award procurement. Awards will be made to individuals/firms submitting the best responsive proposals, satisfying AISD requirements, with price and other factors considered.

The evaluating committee may require any or all vendors to give an oral presentation or demonstration of their program, or to provide additional documentation to clarify or elaborate on their written proposal. **Proposals will be evaluated using the criteria and point scale reflected below, and ‘Exhibit A: Scoring Rubric’. A combined score of 70 or higher for the Program Plan and Contractor’s Capabilities is considered acceptable.**

AISD reserves the right to reject any and/or all proposals. Acceptable proposals do not guarantee that award will be made. Subject matter experts on the evaluation committee will recommend awards to firms presenting fine arts and creative learning enrichment opportunities, above and beyond what is already provided by the District.

If awarded, AISD does not guarantee any minimum amount of services or payments to vendors. Services are provided as-requested by campuses and/or departments.

**Program Plan:** Adequacy and completeness of the plan as it relates to Scope of Service.

Criteria	Maximum Points (50)
Overall Scope of Services <i>(may include work experience or organization summary)</i>	<b>20</b>
Best Practices <i>(may include knowledge of curriculum, lesson plans, TEKS, etc.)</i>	<b>15</b>
Financial Proposal	<b>10</b>
Evaluation	<b>5</b>

**Contractor’s Capabilities:** Demonstrated ability of Contractor to provide Scope of Service.

Criteria	Maximum Points (50)
Qualifications <i>(Academic degrees, expertise, specialized training, TEKS knowledge, certifications)</i>	<b>15</b>
Work Experience <i>(number of years in the field and/or schools)</i>	<b>15</b>
References <i>(speaking to Contractor’s Capabilities)</i>	<b>10</b>
Ability to Serve English Language Learners (ELLs)	<b>10</b>

## VIII. PROPOSAL SUBMITTAL

### To ensure a fair and transparent solicitation process and the integrity of electronic (email) bid submissions:

- Bids submitted by email must contain the following information in the subject line of the email to be valid - **those that do not will not be considered:**

**BID RESPONSE: 21RFP025 Fine Arts & Creative Learning/(Vendor Name)**

- Bids submitted by email will not be opened until after the specified due date and time.
- Bids received by email after the specified due date and time will not be considered.
- Bid attachments must not exceed 20MB in file size. If attachments are more than 20MB, respondents should [create a zip file](#) to store documents and attached to email.
- Bids must be submitted in the specified format.
- Amendments to bids, once filed, can be re-submitted up-to the specified due date and time. Re-submissions must include the full and complete bid response (not just the revised pages) and **will replace of any/all prior submittals** by said organization. Only the last and final email bid response received by the specified due date and time will be considered; all prior responses will be null and void.

Responses must contain the following information in the subject line of the email to be valid - **those that do not will not be considered:**

**REVISED BID: 21RFP025 Fine Arts & Creative Learning/(Vendor Name)**



## **IX. OTHER TERMS AND CONDITIONS**

**Vendor Insurance Guidelines** – The following outlines the insurance requirements that are required for outside Vendors/Contractors, Instructors or Service Providers for Austin ISD. These guidelines will be in force throughout the duration of awarded agreements. Vendors will be required to have a valid Certificate of Insurance on file with the District at all times. Your insurance agent can assist you in meeting the requirements.

### **A. General Insurance Requirements:**

- 1) The Vendor/Contractor shall, at a minimum, carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- 2) The Vendor/Contractor shall forward the ACORD form as proof of coverage, with the endorsements required below to AISD as verification of coverage.
- 3) The Vendor/Contractor shall not commence work until the required insurance is obtained and has been reviewed by AISD. Approval of insurance by the District shall not relieve or decrease the liability of Vendor/Contractor hereunder and shall not be construed to be a limitation of liability on the part of Vendor/Contractor.
- 4) The Vendor/Contractor must submit the ACORD certificate of insurance form for all subcontractors to the District prior to them commencing work on the project.
- 5) The Vendor/Contractor's and all Subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.
- 6) All policies shall be endorsed to provide Austin ISD as additional insured, waivers, and notices of cancellation endorsements with the following Certificate Holder Information: Austin Independent School District 1111 West 6th Street, Austin, Texas 78703
- 7) The "other" insurance clause shall not apply to the District where the District is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both District and Vendor/Contractor, shall be considered primary coverage as applicable.

**IX. OTHER TERMS AND CONDITIONS (con't)**

- 8) If insurance policies are not written for amounts specified below, Vendor/Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 9) The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Vendor/Contractor.

**B. Specific Insurance Requirements:**

- 1) Commercial General Liability Insurance Coverage:** The minimum limit of **\$1,000,000 per occurrence and \$2,000,000 aggregate**. This policy shall cover injury to a participant.
  - a. The policy should contain the following provisions:
    - (i) Waiver of Subrogation
    - (ii) Additional Insured in favor of Austin Independent School District
    - (iii) For vendors having direct contact with Austin ISD students without direct supervision by Austin ISD staff:

Sexual Molestation and Child Abuse (SAM) endorsement \$100,000 minimum limit (coverage is applicable when students/children are inside and/or outside AISD property/facility)

- 2) Professional Liability Insurance Coverage:** At a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**IX. OTHER TERMS AND CONDITIONS (con't)**

**3) Worker's Compensation and Employer's Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

- i. The Vendor/Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Austin Independent School District: Waiver of Subrogation.

If transporting Austin ISD students, the vendor must have Automobile Liability as follows:

**Automobile Liability:** Owned, Non-Owned, Hired or Rented with \$1,000,000 Single Limit and Additional Insured in favor of Austin Independent School District.

Questions about the district's insurance requirements should be directed to **Izzy Williams Zandany in the Office of Risk Management at (512) 414-2295.**

There are multiple steps AISD and vendors must complete to award and execute agreements issued under this RFP. Important information and general action steps pertaining the post-RFP/post-award process is included below:

- Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.
- The District reserves the right to terminate all or any part of the undelivered portion any order resulting from this solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the Vendor, or, if it is deemed in the best interest of the District, for convenience.

AUSTIN INDEPENDENT SCHOOL DISTRICT  
Fine Arts & Creative Learning Partnerships  
Request for Proposal (RFP) 21RFP025 – Due November 10, 2020 *(Phase I)*

**IX. OTHER TERMS AND CONDITIONS (con't)**

- Recommended vendors will receive a Letter of Award and District-wide Service Agreement for signature. Vendors must sign and date both the letter and agreement and return documents by email, postal carrier or hand delivery to the contact person listed on cover page of the RFP. Once complete, vendors will receive a fully-executed copy of the service agreement by email. Non-awarded vendors will receive a "Notice of Non-Award" via email.

**NOTE:** A sample service agreement included on our [Forms web page](#) for reference only. **DO NOT** complete or return sample agreement with proposal response.

- Awarded vendors will be added to the list of acceptable providers for Fine Arts programming. This list is available to all AISD campuses and departments for use in planning/scheduling services with vendors on awarded list.
- Upon approval of Requisitions, vendors will receive a Purchase Order (PO) for services that have been scheduled with individual campuses. **Under no circumstance should vendors begin services to a campus without a valid PO in-hand.** **NOTE:** AISD is not responsible for payment for unauthorized services rendered in advance of a valid PO being issued.

**X. VIRTUAL BID OPENING**

AISD Contract & Procurement Services will host a virtual bid opening for 21RFP025 Fine Arts & Creative Learning Partnerships on **November 10, 2020** at **2:00PM CST** via [ZOOM](#).

To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from [ZOOM](#) using the meeting ID and password provided:

Join Zoom Meeting

<https://us02web.zoom.us/j/7419492656?pwd=U2pITmRtcFhWRERqVVRmMjhOemc2Zz09>

**Meeting ID:** 741 949 2656

**Passcode:** 417012