

## REQUEST FOR PROPOSAL (RFP)

Deschutes County Child Care Center Operator

**CLOSE DATE:** December 23, 2015, 5:00 pm (PST)  
**DESCRIPTION:** Child Care Center Operator  
**CONTACT:** James Lewis, Property Manager  
**PHONE:** (541) 385-1414  
**E-MAIL:** [james.lewis@deschutes.org](mailto:james.lewis@deschutes.org)

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**THIS IS A FORMAL PROCUREMENT. FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**SINGLE POINT OF CONTACT:** There will only be one point of contact for this Request for Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above. Deschutes County's official response to any questions or requests will be through direct letters or the addendum process.

**FOR MORE INFORMATION:** Please refer to "Section I, Instructions to Proposers."

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**Attachments:** The following attachments are hereby incorporated by reference:

- Exhibit A – Project Statement of Work 6

## I. INSTRUCTIONS TO PROPOSERS

### A. PROPOSAL PREPARATION AND SUBMISSION:

1. **GENERAL INFORMATION:** Deschutes County is seeking an experienced and qualified licensed Child Care Center Operator with a minimum of five (5) years of experience in Child Care Center operations to operate a county-owned Child Care Center currently operating at 1130 NW Harriman, Bend. Deschutes County will provide the physical space, including required outdoor play area, and all utilities free of charge to the operator. Janitorial service will also be negotiated by Deschutes County. The operator will be responsible for furnishings, all necessary certifications, and day-to-day operational costs including personnel, food and supplies. **A mandatory walk through of the existing facility will be required for all proposers wishing to submit a formal proposal. This must be arranged and scheduled with the contact person for Deschutes County as listed herein.**
2. **PROPOSAL FORMAT:** Proposals shall be typewritten or prepared in ink. No facsimile proposals shall be accepted.
3. **CONFORMANCE TO PROPOSAL REQUIREMENTS:** Proposals shall conform to the requirements of the Request for Proposal. All necessary attachments (references, descriptive literature, etc.) shall be submitted with the proposal and in the required format. Proposal prices shall be for the unit indicated on the proposal. Failure to comply with all requirements may result in proposal rejection.
4. **PROPOSAL SUBMISSION:** Sealed proposals, containing six (6) original signed proposal responses including any addenda which require signature, shall be received and date and time-stamped by Deschutes County prior to proposal closing. No proposal received after proposal closing date and time shall be considered. Proposals should be labeled with the following information:

#### **CHILD CARE CENTER OPERATOR PROPOSAL, DESCHUTES COUNTY**

**Attention: James Lewis, Property Manager, Deschutes County Property & Facilities Department**

**Mail:**

**P.O. 6005  
Bend, OR 97708-6005**

**Delivery:**

**14 NW Kearney Ave.  
Bend, OR 97701**

Deschutes County is not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

5. **SIGNATURE ON PROPOSAL:** Proposals shall be signed in ink by an authorized representative of the proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the proposer has read, fully understands and agrees with all proposal specifications, terms and conditions. No consideration will be given to any claim resulting from the proposal without fully comprehending all requirements of the Request for Proposal.

Proposers shall only enter information within the proposal document where it is requested or required. Proposers shall not make any alterations to the Original Solicitation Document. Any proposal that has been altered may be rejected or if awarded, the resulting contract shall stand as originally written and as if those alterations had not been made.

6. **PROPOSAL INSTRUCTIONS:** Due Date and Time for Responses to RFP – All responses to this Request for Proposal are due in to Deschutes County by 5:00 pm (PST), Wednesday, December 23, 2015.

Questions – Any questions concerning the meaning, definition or interpretation of the contents of this Request for Proposal shall be submitted via email to James Lewis, Property Manager, Deschutes County. Responses to all questions will be emailed to all known prospective proposers.

**The Proposal shall contain at minimum the following information:**

- (a) Organizational Profile, Structure and Qualifications - Provide a summary profile of the firm/organization, including the year founded, form of organization (corporation, partnership, sole proprietorship, non-profit organization), number and location of offices and existing child care centers, number of employees, and general description of the firm's financial condition. List any professional organization accreditations held by the firm/organization.
- (b) Facility Design Requirements - Provide a summary of knowledge regarding the square footage requirements for serving 35-40 children, knowledge of unique design requirements for child care centers and other specialized knowledge regarding space requirements that will be used to operate the center. A statement indicating that the mandatory walkthrough of the existing facility has been completed must be included. This shall include the date and time the walkthrough was completed.
- (c) Statement of Work – Provide a summary of how the contractor will meet the responsibilities and address the best practices as outlined in Exhibit A – Statement of Work. This should include ages of children accepted, scheduling options (address if the contractor will offer partial day care, full day care, after-school care, before-school care, flex hours, drop-in care), outreach and marketing plan, elements of an education/activity curriculum, and description of how facility certifications will be achieved. List any center or program accreditations that will be obtained.
- (d) Key Personnel, Experience, and Education – This section should identify management personnel and key staff who will be assigned to provide oversight to the center. Include resumes with description of relevant experience, education, and specialized training.
- (e) Budget Proposal –The budget proposal should include personnel categories that will be used to operate the center, their corresponding compensation rates, and the number of personnel that will be used to staff the center.
- (f) Fee Schedule – Provide an estimated fee schedule, including range of fees for differing ages of children and types of care (i.e. partial day care, full day care, after-school care, before-school care, flex hours, drop-in care, etc.). Please state assumptions used in the calculations.
- (g) Reference Page – Proposals shall include at least three (3) but no more than five (5) references. References can include government clients or private enterprise clients for whom your firm has performed similar services.
- (h) Signature Page – All proposals shall be signed and dated prior to submission deadline.

7. PROPOSAL MODIFICATION: Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the proposal name and closing date and time. Proposers may not modify proposals after proposal closing date and time.

8. SOLICITATION ADDENDA: Deschutes County may change the Solicitation document by Written Addenda. Deschutes County will fax, mail, or email notices of Addenda to all known prospective proposers.

9. PROPOSAL WITHDRAWALS: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by Deschutes County prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

10. PROPOSAL PREPARATION: Deschutes County is not responsible for any costs of any proposers incurred while preparing and/or submitting a proposal, and all proposers who respond to this solicitation do so solely at their own expense.

11. SOLICITATION CANCELLATION: Deschutes County reserves the right to cancel this solicitation at any time.

12. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions for Personal Service Contracts as set out in Exhibit B.

13. USE OF RECYCLED MATERIALS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

## **B. PROPOSAL EVALUATION AND AWARD:**

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

3. EVALUATION CRITERIA: Contract will be awarded to the proposer whose submission is the most advantageous to Deschutes County. The following Evaluation Factors will be used to evaluate proposals submitted (200 points total):

- 1) Demonstrated organizational/firm experience - specifically experience in designing, starting up, and operating a child care center (30 points)
- 2) General experience and qualifications of the personnel to be assigned to the project. (40 points)
- 3) Degree to which the proposal is consistent with the Statement of Work (Exhibit A) (40 points)
- 4) Overall quality of infant and child care program (30 points)
- 5) Past performance of the organization/firm and the personnel to be assigned based on the evaluations and references provided (20 points)
- 6) Proposed fee structure and operational cost proposal – degree to which the operational budget is realistic and viable, and the degree to which fee structure is affordable to users. Projected ability of the organization/firm to maintain a financially viable child care center (40 points)

4. EVALUATION COMMITTEE: An evaluation committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include employees of Deschutes County and its tenants.

5. EVALUATION PROCESS: The outcome of the evaluation process may, at Deschutes County's sole discretion, result in: (a) notice to a proposer(s) of selection for tentative Contract negotiation and possible award; (b) further steps to gather more information for evaluation, which often means a notice of placement on an interview list. If interviews are deemed necessary by the evaluation committee, the interviews will be scheduled within 30 days of the proposal submittal deadline.

6. INVESTIGATION OF REFERENCES: Deschutes County reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. Deschutes County may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.

7. DISCRIMINATION: A contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The contractor shall certify as part of the bid documents accompanying the bid on a public contract that the contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

8. PROPOSAL REJECTION: Deschutes County reserves the right to reject any and all proposals at any time.
9. CLARIFICATION AND NEGOTIATION: Deschutes County reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.
10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, Deschutes County generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will Deschutes County generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response, or acknowledgment that the selection is complete shall operate as a representation by Deschutes County that a response was complete, sufficient, or lawful in any respect.
11. COMMENCEMENT OF WORK: Contractor shall commence no work under this contract until all certificates of insurance, as required in Exhibit B, Standard Terms and Conditions for Professional Services Contracts, have been provided and a Notice to Proceed has been issued by Deschutes County and a contract has been executed.
12. CONTRACT TERM AND EXTENSION: The term of this contract shall be three years. Deschutes County, at its option, may extend the contract for additional periods.
13. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.
14. CONTRACTOR'S RESPONSIBILITIES: The Contractor will be responsible solely to Deschutes County for the scope of work of this contract as outlined in Exhibit A, Statement of Work.

## **EXHIBIT A STATEMENT OF WORK**

### **Deschutes County Child Care Center Operator**

#### **A. Background**

In 2004, Deschutes County redesigned a portion of an existing County-owned building to serve as a County-owned child care facility. The facility has been operating since 2004 at the Mike Maier Services Building, located at 1130 NW Harriman Ave., Bend. The purpose of the Deschutes County Child Care Center is to provide affordable, quality child care services for Deschutes County employees, State of Oregon employees, and (space permitting) the general public. Based on the available square footage and past operations, an estimated 40 children can be served. The County will contract with a qualified child care operator to serve as the center operator.

Since opening, sufficient demand from County and State workforce has been able to fill at least 40 child care slots, with a waiting list. However, if slots remain unfilled by County and State employees, the contractor may offer slots to the general public on a first come first served basis. Rates offered to the general public shall be equal to rates offered to County and State employees for similar services.

The contractor will be responsible for arranging for fire safety and sanitary inspections and approvals, and will be responsible for obtaining center certification from the Oregon Child Care Division prior to children being in care. Other operator responsibilities are listed in Section D.

By providing the facility at no cost to the contractor, the County believes that high quality services can be provided at an affordable rate.

#### **B. Management Plan**

The contractor shall prepare a management plan that includes, but is not limited to, staffing patterns, hours of operation, scheduling options, and the process for record keeping. The management plan should also include a marketing and outreach plan, and a plan for family involvement. Other center policies and procedures should be included within the management plan. The plan shall clearly state the ages of children accepted and scheduling options (address if the contractor will offer partial day care, full day care, after-school care, before-school care, flex hours, drop-in care, etc.).

#### **C. Best Practices and Quality Assurance**

The contractor shall ensure that the Deschutes County Child Care Center will provide quality child care and education programs that promote children's safety and healthy development. The essential elements of quality child care include<sup>1</sup>:

1. **Positive Relationships:** The environment is characterized by warm, positive and respectful interactions among professional staff, children, and families. Both the total number of children and the number of children per adult are limited. The program works in partnership with community agencies and neighborhoods to enhance the experiences of children and assist families in locating appropriate services.
2. **Family Involvement:** Family involvement includes regular communications, family participation, family input into program policies and evaluation, and assistance to families with identified needs or interests.
3. **Program for Child Development and Learning:** The program is based on a statement of philosophy and goals; knowledge of child development and learning; and each individual child's interests, needs and strengths. The program supports the social, emotional, physical and

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<sup>1</sup> According to Oregon Commission on Children and Families "Oregon's Childhood Care and Education System – A Strategic Planning Guide," 1998

intellectual development of children. Assessments of children's development and learning are used to plan an appropriate program.

4. Professional Staff: The professional staff is well-qualified by education, training, and experience. Staff continually seeks to advance their knowledge and skills, follow a code of ethics that includes respect for children, families, colleagues, and community. Staff advocates for children and families. Compensation and benefits are comparable with other professional positions that have similar qualifications and responsibilities.
5. Environments for Learning, Health and Safety: The physical environment and its furnishings support the development and learning of the children enrolled. The environment is planned to maximize health and safety, and helps to prevent accidents, injuries and unhealthy conditions for children and adults. The environment contains adequate indoor and outdoor space for children, and has adequate space for adult planning, management activities, and privacy.
6. Health Promotion: Adults and children use important measures, such as regular hand-washing with anti-bacterial soap, to protect and promote physical and mental health. Healthful eating habits are encouraged through the provision of nutritious and culturally relevant foods eaten in a positive social atmosphere.
7. Inclusion Practices: Professional staff understands and commits to practices that build on each child's culture and language and expose children to diverse cultures, languages, and ability levels. The program is individualized to reflect the diversity of the families and the community, and to build awareness and respect for others. Children with special needs are integrated with more typically developing, same-age peers.
8. Effective Administration and Business Practices: The program complies with all applicable federal, state, and local standards, laws and codes. The program follows sound administrative and business practices, assures a professional working climate for professional staff and is evaluated at least annually.
9. Continuity for Children and Families: Professional staff and families work together to ensure a smooth transition for all children as they move from setting to setting within a day, between levels or grades in a program, and from program to program. Professionals across settings work to build relationships and participate in joint activities to strengthen ties. Community childhood care and education programs collaborate to develop a common mission and philosophy, and inclusive, comprehensive services for children and families.

#### D. Contractor Oversight

The Deschutes County Child Care Committee will provide ongoing oversight and monitoring of contractor performance, and will report to Deschutes County administration the degree to which the contractor fulfills the Best Practices and Quality Assurance elements listed in Section C above, and the Contractor Responsibilities and Objectives listed in Section E. Deschutes County reserves the right to terminate the contract under the conditions specified in Exhibit B Standard Terms and Conditions for Professional Service Contracts, Section 6.

#### E. Contractor Responsibilities and Objectives

The contractor will be responsible for the following activities:

- Contractor must fund the operation of the center exclusively through user fees and contractor resources; the County will not subsidize the operation of the center beyond the contributions listed in Section E.
- Contractor will provide a developmentally appropriate pre-school or activity curriculum/program.
- Contractor will develop a fee schedule that reflects lower overhead costs within the County facility.
- Contractor will assist the County during the facility design and construction phase through participation in a building committee. Contractor will consult with the County and project architect for the purpose of offering specialized knowledge on child care center design.
- Contractor will provide all center supplies, food, furniture, and equipment at contractor's expense.

- Contractor will ensure that the facility is certified by the State of Oregon Child Care Division prior to children being in care. Contractor will pay application fees.
- Contractor will carry necessary insurance coverage.
- Contractor will be responsible for all personnel costs, taxes and payroll expenses for center operations.
- Contractor will ensure that the fire safety and sanitation inspections are completed, and that the Department of Human Services and Oregon Child Care Division inspect and approve the facility prior to children being in care. Contractor will ensure inspections are completed annually.
- Contractor will ensure that a criminal history check is completed for all center staff, and that all staff over the age of 18 are enrolled in the Child Care Division's Criminal History Registry.

## F. Deschutes County Responsibilities

Deschutes County will be responsible for the following activities:

- Deschutes County will ensure that the facility has met zoning, occupancy and building code requirements.
- Deschutes County will provide the facility space at no cost to the contractor.
- Deschutes County will pay all utility costs.
- Deschutes County will provide structural and common area maintenance.
- Deschutes County will pay property taxes.
- Deschutes County will fund reasonable facility remodel expenses as necessary.
- Deschutes County will provide a fenced outdoor play area and a reasonable amount of outdoor play equipment.

## G. Minimum Contractor Standards and Qualifications

The contractor must have a minimum of five (5) years of experience in operating a child care center, and must be duly organized, validly existing, and in good standing under the laws of Oregon; and have full power and authority to transact the business in which it is engaged. If Contractor is an individual or partnership doing business under a trade name, that name must be duly registered.



**Exhibit B – Standard Terms and Conditions for Professional Service Contracts**