



Request for Proposals (RFP):

# SCF17-1019

Title of RFP: *SCF Employee Family Center*

RFP Release Date: October 31, 2017

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Anchorage, AK 99507*

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**Important Notice:** You must register with the *SCF Contact Person* at the below link to receive any subsequent amendments. Failure to register with the *SCF Contact Person* may result in the rejection of your Proposal.

[SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)

## Revision History

Date	Revision Number	Revision Details	Revised By
11-07-17	1	Section 3.1, RFP Schedule and Section 3.6, Pre-Bid Meeting & Site Visits: Rescheduled Pre-Bid Meeting and Site Visit.	Alana Shuravloff
11-08-17	2	Section 3.1, RFP Schedule: Added another Pre-Bid Meeting and Site Visit.	Alana Shuravloff
11-09-17	3	Section 3.1, RFP Schedule, Rescheduled Deadline for Additional Questions and Deadline for Responses.	Alana Shuravloff

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## Section 1, Background and History

### 1.1 SCF History

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 65,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley and 60 rural villages in the Anchorage Service Unit. Incorporated in 1982 under the tribal authority of Cook Inlet Region, Inc. (CIRI), SCF is the largest of the CIRI nonprofits, employing more than 2,000 people in more than 80 programs.

### 1.2 Vision and Mission Statement

SCF's vision is a Native Community that enjoys physical, mental, emotional and spiritual wellness; its mission is to work together with the Native Community to achieve wellness through health and related services. The organization has developed and implemented comprehensive health-related services to meet the changing needs of the Native Community enhance culture and empower individuals and families to take charge of their lives.

## Section 2, General Information

### 2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting detailed proposals from companies interested in providing professional child care services at the SCF Employee Family Center (“Center”), located at 4145 Tudor Centre Drive, Anchorage, Alaska 99508.

SCF will continue to own the facility and will assist with financial responsibility for necessary transition costs (as negotiated), along with ongoing facility related expenses. SCF is issuing this RFP to aid in selecting a child care provider or management firm that will be fully responsible for the daily operation of the Center going forward.

A Scope of Work including services to be provided at the Center is provided as Exhibit A to this RFP.

### 2.2 Contract Period

SCF intends to establish a contract for the management and daily operation of the Center with a contract performance period of six (6) years, with possible contract extensions after initial contract term.

### 2.3 SCF Contact Person

Any information required or questions regarding this RFP should be addressed and/or delivered to:

**SCF Contracts Department**

7033 East Tudor Road

Anchorage, AK 99507

Attention: Alana Shuravloff

Email: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)

Phone: 907-729-6733 and Fax: 907-729-6639

## Section 3, Request for Proposal Details

### 3.1 RFP Schedule

This RFP will follow the schedule in the Table 2, RFP Schedule below; SCF reserves the right to modify this schedule.

RFP Release Date	Tuesday, 10/31/17
Pre-Bid Meeting and Site Visit	Tuesday, 11/14/17 at 9:30am Thursday, 11/9/17, at 9:30 am
Deadline to Submit Additional Questions	Wednesday, 11/15/17
Issue Responses to Additional Questions	Wednesday, 11/18/17
Proposal Due Date	Tuesday, 11/21/17, 3 pm
Notice of Award	Friday, 12/1/17
Service Start Date	Second Quarter 2018, or TBD

**Table 2, RFP Schedule**

### 3.2 Deadline for Receipt of Proposals

Proposals must be delivered in sealed envelopes and received no later than the proposal due date and time. Envelopes must be clearly marked as indicated below. Bidders are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned unopened. If proposals are sent by mail, the Bidders is responsible for assuring actual delivery of the proposal to the address referenced in the General Information, Section 2.3 before the advertised date and hour located in Section 3.1.

Proposals are to be delivered to the address referenced in the General Information, Section 2.3. In an effort to not mistakenly open these proposals early, either the outer or inner envelope should also contain the following:

Confidential: Do Not Open Until Posted Due Date  
 Proposal For: SCF17-1019, SCF Employee Family Center  
 Attn: SCF Contracts Department

### 3.3 Other Licenses and Registrations Requirements

All Bidders must have a valid Alaska Business License prior to award of contract.

All Bidders are required to hold all necessary applicable professional licenses and registrations required by Federal, State, Municipality or Borough law and proof of such will be submitted with each proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the responsibility of the Bidder.

### 3.4 Conflict of Interest and Restrictions

If Bidder, Bidder's employee, subcontractor, or any individual providing services under contract to SCF has a possible conflict of interest affecting the objectivity, analysis, and/or performance under contract, the Bidder is required to submit details in writing to SCF within (10) ten days of issuance of this RFP: SCF will determine if the conflict is significant and material and if so, may notify the Bidder in writing of elimination from the RFP process.

### 3.5 Addendum to the RFP and Right to Award

SCF reserves the right to issue a written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of the proposals.

SCF reserves the right to not award or cancel the award of the contract to a Bidder who will not agree to all of the provisions and terms and conditions as contained within this RFP.

### **3.6 Pre-Bid Meeting and Site Visits**

There will be an opportunity for prospective Bidders to meet with SCF staff for a question and answer session; time and place will be announced as part of RFP schedule. Participation in this meeting is not mandatory.

A facility site visit will be coordinated at the 4145 Tudor Center Drive, Anchorage, AK 99508 location as provided in notification to registered Bidders. Additional information on this site visit will be communicated to registered Bidders.

### **3.7 Cancellation of the RFP**

SCF retains the right to cancel the RFP process if it is in SCF's best interest. SCF will not be responsible for costs incurred by Bidders for proposal preparation.

### **3.8 Contract Negotiations**

This RFP does not obligate SCF or the selected Bidder until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Bidder fails to provide necessary information for negotiations in a timely manner and/or, negotiate in good faith, SCF may terminate the award of the contract. SCF will not be responsible for costs incurred by the Bidder resulting from contract negotiations.

SCF reserves the right to include additional terms and conditions during contract negotiations.

### **3.9 Performance Bonds and Surety Deposits**

SCF reserves the right to require a performance bond or surety deposit to assure the Bidder's performance of all contract terms and conditions.



## Section 4, Instructions for Bidders

### 4.1 Bidder's Review and Substantive Questions

Bidders should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Bidders may submit these comments and/or questions in writing to SCF's contact person as directed in Section 3.1 of the RFP schedule. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all bidders.

Bidders may not rely upon verbal responses made by any SCF employees or any representatives of SCF except for the SCF Contract Specialist or their designee.

Bidders making contact with any other SCF employee regarding this RFP may be disqualified. Bidders have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

### 4.2 Filing a Protest

A Bidder may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing, addressed to the SCF purchasing agent, and include the following information:

- The name, address, and telephone number of the protester;
- signature of the protester or the protester's representative;
- identification of the RFP;
- detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- form of relief requested.

Protests must be submitted to SCF Purchasing Agent within (5) five business days of Notice of Award date, as provided in Section 3.1 of this RFP. Only bidders that submitted a valid proposal may file a protest.

### 4.3 Proposal Content

- A. SCF requests Bidders submit (1) one proposal consisting of Bidder's detailed plan for professional services.
- B. The proposal must be addressed with a scope of work and compensation provided, as required by Section 5.1 (see details for requirements of Bid Section 6).

### 4.4 Other RFP or Proposal Requirements

- A. A proposal's content will not be disclosed to other Bidders.
- B. All proposals and other material submitted become the property of SCF.
- C. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- D. SCF discourages excessive or costly proposals. All costs incurred by Bidders in preparing and submitting a proposal are the Bidder's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- E. It is the responsibility of the Bidder to indicate within their proposal the applicability and compliance of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

### 4.5 Proposal Withdrawal and Correction

A proposal may be corrected or withdrawn by a written request received prior to the date and time of proposals being due.

## Section 5, Format for Proposals

### 5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, such as in a binder with tabs separating sections, printed on both sides of the paper when possible, and organized in accordance with this section.

*Bidders are required to submit (2) two hardcopies and an electronic copy of their proposal.*

#### Bid Section 1, Title Page

The title page should be on Bidder letterhead. It should contain the name and identification number of this RFP and identify the name, title, company, mailing address, phone numbers and email address of the person(s) authorized to commit the Bidder to contractual arrangement with SCF. This person(s) will be the Bidder's authorized contact for all communication. Bidder may also identify an alternate contact person in case the authorized contact is unavailable.

#### Bid Section 2, Table of Contents

The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.

#### Bid Section 3, Introduction

Brief introductions include the following:

- A. The Bidder's name and address.
- B. Provide an executive summary of Bidder's proposal to transition and manage an on-site program for SCF.

#### Bid Section 4, Qualifications and Proposal to Address Scope of Work

##### **4.1 General Qualifications:**

- A. Corporate Information and Background
  1. Describe your organization's culture, including mission and vision statements. Provide examples of how company culture contributes to the client relationship and program with SCF.
  2. Describe your organizational structure/ownership.
    - a. Is your organization a subsidiary of another company? If so, please provide the name of the parent company and a brief description of the other entities the parent company oversees.
    - b. Identify if your company is an Alaska Native/American Indian (AN/AI) owned company and/or has an AN/AI hiring preference.
  3. Describe qualifications and history of your organization's leadership team; detail the roles they play in creating partnerships, centers, programs, etc.
  4. Describe the community involvement initiatives supported by your organization, and propose ways to support the SCF relationship in those efforts.
- B. Qualifications and Experience
  1. Describe experience with employer-sponsored child care and specific experience working with clients in the non-profit healthcare industry and in relevant markets.
  2. Describe experience with accreditation as defined by the National Association for the Education of Young Children (NAEYC), including the number of centers your organization operates that are both accredited and provide infant care. Specify plans to maintain the center's NAEYC accreditation.
  3. Describe number of employer-sponsored centers (where the Provider is compensated for their services and/or at least received in-kind services) that your organization manage, and what percent of total overall number of centers are employer-sponsored? Do not include

programs where Provider simply owns or leases a center to provide capacity unsubsidized discounts.

4. Provide a listing and/or partial listing of employer-sponsored centers that are similar to the proposed project, highlighting those centers operated for clients in health care. Your listing should contain the employer sponsors' names and the centers' locations (city and state).
  5. Include awards and certifications awarded by independent parties where your organization has been recognized for positive workplace culture for the past three years. Provide specific awards & details.
- C. Client Relationships
1. Describe expertise in supporting the client relationship. Include in your description, the systems and/or mechanisms that are used by your organization to facilitate active client involvement and monitoring of the center.
  2. Identify primary person(s) within your organization who would be responsible for the relationship, number of other client accounts and/or centers for which they have responsibility, and how often they would visit the Center under your management, if your organization was awarded the contract.
  3. Describe reporting processes utilized by your organization to communicate center-specific information to the employer-sponsor and provide examples of these reports. Include in your description, frequency in which reports are provided.
  4. Describe process for determining and maintaining client satisfaction.
  5. Describe resources your organization would offer to SCF to maximize the value of this potential partnership to SCF.
  6. Provide three client references, including the name, address, and phone number for each contact; include at least one reference from a client who has transitioned the management of its child care center to your organization, one in a similar industry, and one for whom your organization manages a comparably-sized program.

#### *4.2 Center Operations include the following:*

- A. Customization of Services
1. Describe approach to developing customized services and child care options within an employer-sponsored center. Provide examples of creative responses your organization has developed and implemented to meet specific operating or business needs of clients.
  2. Describe range of services your organization is able to offer to clients.
- B. Center Transition, Operations, and Support
1. Describe proposed plan for success in assuming management of SCF's facility. Include in your response, a preliminary timeline for transition of the center, including the activities involved in each phase in the transition and individuals to whom these responsibilities are assigned.
  2. Provide names, titles, experiences, and qualifications of the transition and management team that will provide oversight for SCF's facility, including tenure with your organization.
  3. Describe organization's systems of center oversight and program management. Provide a proposed organizational chart, including both administrative and teaching staff. If known, please include the tenure with your organization and their number of years' experience in early education.
  4. Provide a detailed description of each overhead support service and/or resource that would be available to the center staff to support in the management of the center.
- C. Program/Curriculum
1. Describe your educational program and include in your description any ancillary programs that your organization may provide. Detail any additional cost related to the education

program parents will be expected to incur should they elect to have their children participate in these programs (i.e. math, phonics, science, etc.).

2. Describe how your program ensures that the needs of individual children are being met.
  3. Describe the support provided to the center in the development and implementation of curriculum. Describe how this support intentionally develops and integrates the support you provide to improve the center's program quality. If applicable, provide a current organizational chart for this department(s) indicating the number of dedicated positions for each title listed.
  4. Describe how your organization measures success of your educational programs. Include in your response, data your organization has collected regarding the success of children graduating from your programs.
  5. Describe how you incorporate technology into the children's program.
  6. Describe the nutrition guidelines followed at your centers, including a sample menu.
- D. Parental Involvement, Communications, and Marketing
1. Describe how your organization encourages and supports parental communication and involvement in the centers operated by your organization. Include details on how parents will take an active role in the center, and how you will support and nurture their engagement.
  2. Explain methods for maintaining and assessing parent satisfaction. If surveys are regularly completed to measure parent satisfaction, provide results for the last two years, and describe the corporate support provided for these surveys.
  3. Describe techniques and resources used by your organization to gain and maintain enrollment.

#### *4.3 Center Staff*

- A. Recruitment, Screening, and Retention
1. Describe approach for transitioning and retaining the center's existing staff.
  2. Provide an explanation of how your company is considered to be a Great Place to Work, and the types of programs you offer that support employee engagement and satisfaction.
  3. Describe approach to recruiting and screening qualified future staff.
  4. Provide a position description, including qualifications, for each position proposed for the center.
  5. Describe your organization's training programs for on-boarding new center staff and for ongoing training of current staff. Describe in detail your internal offerings and the participation of the proposed staff.
  6. Provide your organization's staff retention rates for managed centers and how this rate is calculated.
  7. Describe programs offered by your organization, and resources to support those programs, to support succession planning and career advancement opportunities for center staff. Include data on participation and program success where applicable, and any credentials supported by these programs.
  8. Describe your organization's steps to supporting diversity among employees.
  9. Describe systems your organization has in place to assess center staff satisfaction.
- B. Compensation and Benefits
1. Describe your organization's compensation and benefits packages, and provide a detailed listing of the benefits provided to center staff. Include in your description the percentage of employees that participate in your benefits program.

2. Describe how your organization ensures adequate staffing when classroom staff are ill or on vacation/leave. Describe how teachers will be covered for planning time outside of the classroom. Include in your description, percentage of the day your proposed ratios are maintained and how these are ensured.

#### 4.4 Risk Management and Quality Assurance

##### A. Risk Management

1. Describe approach to risk management and specify monitoring tools and reporting procedures used by your organization.
2. Describe systems used by your company to ensure compliance by all licensing and regulatory agencies.
3. Explain how you would respond to, and correct, risk issues, when identified.

##### B. Quality Assurance

1. Provide examples of your performance measures, and how you track and report these measures.
2. Describe systems and specific monitoring tools in place to measure your company's success in delivering high quality services. Describe any statewide initiatives your organization is involved in to improve the quality of your programs.

#### 4.5 Financial Information

Program Assumptions: All operating budgets should be based upon the following classroom configurations, and following historical enrollment utilization patterns:

Center Capacity and Classroom Configuration				
Age	Capacity	% of Total	Staff-Child Ratios	Group Sizes
Infants	12	12%	1: 4	8
Toddlers	20	21%	1: 5	10
Twos	24	25%	1: 6	12
Preschoolers	20	21%	1: 10	20
Kindergarten Prep	20	21%	1: 10	20
<b>Total</b>	<b>96</b>	<b>100%</b>		

##### A. Company Information

1. Provide evidence of your organization's financial stability.
2. Explain how your organization differentiates employer-sponsored care that you develop and operate from traditional community-based child care. Include in your description how these characteristics may affect the proposed center's financial structure.

##### B. Proposed Budgets

1. Provide a proposed transition budget for assuming management of the center outlining costs. In addition, provide detailed narrative descriptions of each line item included in the transition budget.
2. Provide a summary of recommended changes to the center's current operating plan, which are reflected in your company's proposed budgets.
3. Provide a realistic operating budget using a three-year ramp for the proposed program. The ongoing replacement of center supplies and small furniture and equipment should be included in the operating budget.

##### C. Detailed Budget Narrative

A detailed budget narrative should also be provided that includes the following:

- Proposed parent fees by age group presented in the following table format.

<b>Proposed Monday-Friday Tuition Rates Based on 12-Hours per Day</b>			
<b>Age Group</b>	<b>5 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$	N/A	N/A
Toddlers	\$	N/A	N/A
Twos	\$	\$	\$
Preschool/Kindergarten Prep	\$	\$	\$

- Anticipated salaries and wages by position, and what percentage in ratio they will be counted. Include detailed information on the staffing levels that have been assumed in the proposed budget.

<b>Full-Time Equivalent Staffing Configuration</b>			
<b>Position</b>	<b>Annual/Hourly Pay Rate Year 1</b>	<b>FTE Staff</b>	<b>% in Ratio</b>
Director	\$0 Annually (+ Bonus)	0.0	0%
Assistant Director	\$0 Annually	0.0	0%
Education Coordinator	\$0 Annually	0.0	0%
Administrative Assistant	\$0 Annually	0.0	0%
Cook	\$0 Annually	0.0	0%
Lead Teacher	\$0 Per Hour	0.0	100%
Teacher	\$0.00 Per Hour	0.0	100%
Assistant Teacher	\$0.00 Per Hour	0.0	100%
Additional Bonuses (as applicable)	\$0 Non-Director Bonuses		
Average Teacher Wage	\$0 Per Hour	0.0	

- Anticipated benefits and payroll taxes.
- Additional costs for paid time off (PTO), vacations, planning time, and classroom coverage.
- Anticipated food costs.
- Other financial assumptions for each expense line item.
- Any in-kind contributions included in your budget that are to be provided by SCF.
- Any administrative fees (overhead recovery) for non-center personnel or center support services that have been included in the budgets. Be certain to describe these in detail.
- Annual management fees, if any, paid to the Provider.

Bid Section 5, License / Insurance Requirements

The selected Provider will maintain the following minimum levels of insurance coverages:

- Workers' compensation insurance in statutory amounts and employer's liability insurance with limits of \$500,000 per employee and \$500,000 per disease.
- Commercial general liability insurance, written on a "ISO" commercial general liability form or its equivalent, with combined single limits for bodily injury and property damage, including full coverage for sexual abuse and physical abuse, of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate in a policy year.
- Business auto liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than \$1,000,000 each accident.

- D. Professional Liability of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate in a policy year.
- E. Employment Practices liability coverage of at least \$3 million.
- F. Kidnap and Ransom insurance coverage of at least \$3 million.
- G. Information Security and Privacy Breach coverage of at least \$2 million.
- H. Student Accident insurance of least \$250,000.
- I. Umbrella liability insurance in excess of the employer's liability, commercial general liability (including physical and sexual abuse), professional liability, and business auto liability insurance required above in an amount not less than \$25,000,000.
- J. Proof of professional licenses, as applicable or required by law.

## Section 6, Selection Process

### 6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether or not it is compliant with RFP requirements. Noncompliant proposals will not be evaluated. Factors that may result in a proposal being declared noncompliant are:

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to requirements of RFP section on format for proposals.
- d. Insufficient information regarding scope of work or compensation.

### 6.2 Evaluation Process

An evaluation committee consisting of (3) three or more qualified individuals will independently evaluate proposal compliance and content.

Bid evaluation will be based on (7) seven criteria and point values and will be documented by recording a final score calculated as the average score of the committee members' individual point value totals.

### 6.3 Evaluation Criteria and Point Value

	<b>Evaluation Criteria</b>	<b>Point Value</b>	<b>Details</b>
<b>1</b>	Format and Presentation	10	Evaluation of proposal compliance and format.
<b>2</b>	Qualifications	20	<p>Establish in the proposal the ability to successfully transition employer sponsored centers to your organization's management.</p> <ul style="list-style-type: none"> <li>▪ Evaluation of qualifications and provided references.</li> <li>▪ Child care program, services and curriculum</li> <li>▪ Program's quality, cost and feasibility</li> <li>▪ Risk management and quality assurance</li> <li>▪ Manage the center's cost effectively without compromising quality</li> <li>▪ Financial stability of Bidder's organization</li> <li>▪ Family / Teacher relations</li> </ul>
<b>3</b>	Training	15	<p>Evaluation of Bidder's training programs and methods.</p> <ul style="list-style-type: none"> <li>▪ Periodic safety refresher training</li> <li>▪ Periodic child development/care training</li> <li>▪ Requirements for staff qualifications and commitment to ongoing professional development</li> </ul>
<b>4</b>	Capabilities, Equipment and Staffing	15	<p>Ability to:</p> <ul style="list-style-type: none"> <li>▪ Operation of comparable centers with extended hours</li> <li>▪ Offer a full range of programs</li> <li>▪ Adherence to features and program elements identified for the center in this RFP</li> <li>▪ Program and or service innovations</li> <li>▪ Create customized solutions that offer flexibility and responsiveness</li> <li>▪ Create a culture that is compatible with SCF's goals</li> <li>▪ Commit to communications, customer service, and satisfaction for parents and SCF</li> <li>▪ Operate a NAEYC accredited program</li> <li>▪ Proposed staffing levels for the Provider, child ratio</li> <li>▪ Potential for recruiting, hiring and retaining highly qualified staff</li> </ul>
<b>5</b>	Past Performance	10	<p>Past experience, operating employer sponsored centers.</p> <ul style="list-style-type: none"> <li>▪ Depth of experience with employers in the non-profit healthcare industry</li> <li>▪ Management capability</li> <li>▪ Track record with previous clients</li> </ul>



			<ul style="list-style-type: none"> <li>▪ Credibility, reputation, and depth of the Bidder’s professional network</li> </ul>
<b>6</b>	Price Proposal	25	Evaluation of pricing provided in Bidder’s proposal
<b>7</b>	Alaska Native/American Indian Preference	5	Evaluation of Bidder’s AN / AI Qualifications.
	<b>Total Point Value</b>	<b>100</b>	

**Table 3, Evaluation Criteria and Point Value**

#### 6.4 Discussions

As determined by the evaluation process, Bidders may be offered the opportunity to discuss their proposal with appropriate SCF personnel or evaluation committee and the proposal may be adjusted as a result of that discussion. Bidders may also be allowed to submit a best and final proposal as a result of any discussion.

#### 6.5 Presentations

SCF reserves the right to require a verbal presentation of their proposal. If presentation is requested, Bidders will be notified in writing of the request, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

The entire evaluation committee will be present for oral presentations. All costs associated with a verbal presentation will be the Bidder’s responsibility.

#### 6.6 Notice of Award

A notice of contract award will be provided to all Bidders.

## Section 7, Standard Contract Terms

### 7.1 Introduction

SCF is providing the following provisions as a consideration for Bidders to review in advance of a submitted proposal. These and other standard provisions will be presented to a successful Bidder at the time of contract award.

### 7.2 Compensation

Payments to Contractor will not exceed the amount awarded in the contract.

- A. Change orders and work orders may be approved by SCF at specified hourly rates.
- B. Additional services performed by the Contractor that are not specifically provided for in an Agreement will be not compensated; nor may the Contractor perform any services not covered by the Agreement unless the services are specifically approved in writing by the SCF Program Manager or another authorized SCF agent.
- C. All invoices should include a brief description of the work completed (e.g. dates, number of hours, location services performed, applicable SCF program, SCF account line item number). Invoices shall be submitted with the SCF Contract Number.
- D. Contractor must submit monthly invoices to SCF via email to scfappillar@scf.cc or mail Southcentral Foundation, ATTN: Accounts Payable, 7033 E. Tudor Rd., Anchorage, AK 99507.
- E. Payment is due (30) thirty days after receipt of an invoice by SCF.

### 7.4 Status of Independent Contractor

The Parties intend that Contractor must provide the work described in an Agreement as an independent contractor. As an independent Contractor, Contractor is not an employee of SCF. Therefore, payments made to Contractor by SCF will not be eligible for unemployment compensation or other similar benefits. Contractor is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Contractor nor any Party employed by the Contractor will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Contractor shall not assert in any legal proceedings arising out of this Agreement that Contractor or any Party employed by Contractor is an employee or loaned servant of SCF.

### 7.5 Insurance Requirements

Contractor shall purchase and maintain in force at all times during the performance of services under an Agreement certain policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are required, it is understood they will be the minimum acceptable limits. If the Contractor's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to beginning work. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

### 7.6 Compliance with Legal Obligations and SCF Code of Conduct

Contractor agrees to comply with all federal, state and local laws; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Contractor shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Contractor shall be responsible for any damage or injury not caused by SCF as a result of Contractor's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Contractor has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary.

## 7.7 Monitoring

SCF may establish a schedule for periodic review of Contractor's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

## 7.8 Lobbying

The undersigned representative of Contractor certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## 7.9 Exclusion and Debarment

Each Party represents and warrants that no adverse action by the federal government that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each Party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this Agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant or cooperative agreement by any federal, state, or other governmental body.

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either Party fails to provide the other Party with such written notice, or it is discovered that either Party's representations contained herein are false, the other Party has the right to immediately terminate this Agreement.

## 7.10 Successors, Assignment or Delegation

This Agreement may not be assigned or subcontracted or otherwise transferred by Contractor without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Contractor warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Contractor shall provide SCF with a

copy of the written agreement, and that any such assignment or subcontract shall not relieve the Contractor from any obligations hereunder. Contractor further agrees that Contractor shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

#### **7.11 Nondiscrimination**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or “qualified individual with a disability status.”

#### **7.12 Governing Law, Venue and Jurisdiction**

Any Agreement will be governed, construed and enforced in accordance with the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same will be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska.

#### **7.13 Audit and Examination of Records**

Contractor agrees to maintain and make available for review by SCF all books, records, documents and other evidence pertaining to costs and expenses of an Agreement for examination and audit by SCF for a period of (6) six years from and after the termination of this Contract. SCF shall have the right to make copies of documents audited and such copies will become the confidential property of SCF.

#### **7.14 Media Contact**

Contractor, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Contractor asking for information, the Contractor will refuse to comment and will refer the inquiry to SCF’s Office of Public Relations. Further, Contractor will not use SCF’s name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.

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## **EXHIBIT A: Scope of Work**

For 10 years, SCF has sponsored an on-site child care center to support employees. SCF Employee Family Center is currently under the management of a professional child care firm. It is anticipated that transition of Center management to a child care provider or management firm (“Provider”), if approved, will take place on 7/1/2018.

The Center has a licensed capacity of 96 children and is available to SCF employees who are parents or legal guardians. The Provider will be responsible for maintaining a high quality operation and marketing to employees to keep the Center fully enrolled.

SCF will actively participate in the ongoing decision-making for the Center and will join in a partnership with the Provider to review and evaluate existing operational policies and procedures, and identify any modifications or changes to the existing program. SCF will formally meet with the Provider at least quarterly to assess the operations and progress of the Center.

SCF will assign a primary contact with whom the Center director may communicate regularly. In the event of any future changes in the Center director, a select group of individuals, including this appointee, will expect to have the opportunity to participate in the interviewing process to provide the Provider with candid feedback.

SCF will consider paying for transition costs, as deemed reasonable for the smooth and successful transition of management. Resources will be made available from SCF in support of the transition and the Center’s ongoing operations such as (mailroom services, marketing, risk management training, CPR and first aid training, etc.). The Provider will enter into a rent-free lease arrangement with SCF for use of the facility; SCF will pay for ongoing facility-related expenses. The Provider will be paid an annual management fee and will be held accountable for operating within the pre-approved budget.

SCF will review the operating income statements and other financial documents, and approve the Provider's projected budget on an annual basis. SCF expects to monitor the financial status of the Center through monthly financial reports.

The Provider should promote and encourage active parent participation on an ongoing basis. SCF will review and approve all parent policies and the parent handbook. It is expected that the Provider will organize a Parent Group to provide feedback to the Provider regarding the Center's operation, management, and curriculum.

The Provider is expected to follow quality program standards as identified by the National Association for the Education of Young Children (NAEYC). It is the goal of SCF for the Center to maintain its current NAEYC accreditation. Recognizing that many of NAEYC’s staffing requirements may make accreditation difficult to sustain, SCF will collaborate with the selected Provider to develop an adequate budget in order to reach the goal. The Provider must be willing to support the Center’s existing quality standards and implement supplemental standards as appropriate to maintain the integrity of the program. The Provider is expected to diligently take all reasonable steps to maintain the Center’s accreditation. In the event that an adequate budget or business plan cannot be developed to support the more rigorous staffing requirements outlined by NAEYC, SCF will work with the Provider to identify alternate means of evaluation for quality standards.

SCF will enter into a contract with the selected Provider for a period of six (6) years. At the end of that period, SCF's senior management will evaluate the Provider management agreement, and determine contract renewals with the current Provider. SCF reserves the right to terminate the agreement prior to the contracted term if the Provider is not performing to contracted standards.

### **Program Overview and Objections**

The Center provides care and education for infants, toddlers, preschoolers, and kindergarten prep, and offers essential services for working parents. The Center has strong working partnerships with parents and offers warm, loving care in a safe and secure environment. The Center provides stimulating, developmentally appropriate, and happy learning experiences that contribute to the unique development

of each child. The curriculum may be enhanced by expanded opportunities such as field trips, and may include additional activities such as creative movement, music, and computer. It is SCF's expectation that the current family partnerships, curriculum, and program practices will be maintained or enhanced.

It is the belief of SCF that children enrolled in the Center benefit from programs that offer a socioeconomic mix of children and staff. The Provider should ensure that the program offers many ways to celebrate cultural differences and build children's pride in their families and cultural heritage. The Center is expected to integrate children with special needs in its program and maintain a healthy balance in programming diversity.

SCF expects that parents will be welcome observers and contributors to this program, including having the option to lunch with children, if desired. The Center should be managed with clear provisions for effective parent/staff communication, supporting parents' lives and enabling them to be as involved as possible, rather than limiting their efforts to be involved in the Center. It is also expected that the Center make use of other resources in the community, such as schools, social service organizations, and community health agencies.

SCF has a deep commitment to continuing a tradition of providing high quality child care for its employees. SCF is seeking a Provider with high ethical standards, financial stability, and a track record of integrity in its client relationships. One of the primary factors in the final decision to transition the management of the Center will be the Provider's successful record of similar transitions of management.

## **Program Assumptions**

### ***Center Capacity and Ratios***

The Center serves children 6 weeks to 6 years of age, and currently has enrollment spaces for children as follows: 12 infants; 20 toddlers; 24 twos; 20 preschoolers, and 20 kindergarten prep (3s', 4s', 5s').

Staff-to-child ratios and group sizes are expected to reflect guidelines as established by NAEYC. The Center's current ratios, group sizes, number of rooms, and full-time enrollments (FTEs) include the following:

<b>Age Group</b>	<b>Ratio</b>	<b>Group Size</b>	<b># of Rooms</b>
Infant (6 weeks – 12 months)	1:4	Group of 8	2
Toddler (12 – 24 months)	1:5	Group of 10	2
Toddler/Twos (24 – 36 months)	1:6	Group of 12	2
Preschool (3 – 4 years)	1:10	Group of 20	1
Kindergarten Prep (4 – 5 years)	1:10	Group of 20	1

### ***Hours/Days of Operation***

The Center operates 12 hours daily from 6:30 a.m. to 6:30 p.m., with the exception of SCF holidays (nine holidays and three in-service days throughout the year). The Provider is expected to provide flexibility in hours of operations based upon a pre-approved budget, should such need arise to support the business needs of SCF. Features of the program include full-day care for infants, toddlers, preschoolers, and kindergarten prep.

### **Center Tuitions**

The Center currently charges tuition rates for full-time care (five days a week) and part-time care (three and two-day care per week). Additional fees charged include a registration fee of \$60 (and a sibling initial registration fee of \$35 per child). Late pick-up fees are charged (\$1 per minute per child), and late payment fees of \$5 per day per child are charged as applicable. Families do not receive a sibling discount or a vacation credit. Following is a breakdown of current monthly tuitions:

<b>Proposed Monday-Friday Tuition Rates Based on 12-Hours per Day</b>			
<b>Age Group</b>	<b>5 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$1,146	N/A	N/A
Toddlers	\$1,080	N/A	N/A
Twos	\$1,054	\$769	\$538
Preschool/Kindergarten Prep	\$974	\$711	\$497

### **Center Staff**

One of the most important factors in this transition is the continuance of the quality of the Center, with critical emphasis placed on the retention of the Center’s valued teaching staff and administrative team. It is SCF’s desire to have as many of the current staff retained as possible; however, should replacements be necessary, a highly qualified staff should be recruited.

The Center director should have a degree in early childhood education, child development, or related field, and a minimum of three years of experience, including time as a Center administrator. The assistant director should also have a degree in early childhood education, child development, or related field, and a minimum of three years of experience. It is expected that the Center will employ teachers who meet the qualifications as identified by NAEYC and the state of Alaska, unless alternate qualifications are identified collaboratively by SCF and the Provider.

The Provider must afford for a minimum of 24 hours of annual in-service training and offer CPR and first aid training. Specific training on security measures and precautions must be included. Background clearances, health clearances, and safety checks must be conducted on all Center employees. Record of clearances must be kept on file at the Center.

Center staff will be the employees of the Provider, not of SCF. At a minimum, it is preferable for current Center staff to retain their current salaries. This preference can be discussed further with the selected Provider. In the event that staff must be recruited, the Provider should offer salaries higher than the market rates in order to attract the best teachers and maintain low staff turnover. The benefits package, based on at least 20% of salaries, should be comprehensive.

The Center currently employs a director, an assistant director, an education coordinator, a cook, and 22 teachers.

### **Facility**

The Center offers ample space for children’s active play and exploration. The Center’s site offers safe and well-lighted parking for ease in parent pick-up and drop-off; parking is available for Center staff and has been specially designated as such. At SCF’s discretion, the Provider will be invited to provide input into the facility or site changes or enhancements. Strict security measures are expected to remain enforced both indoors and outdoors.

### **Supportive Parent Services and Resources**

The Provider is expected to maintain, enhance, or develop new procedures that are responsive to the needs of parents and SCF. Flexible schedules, including part-time, may be offered if quality and cost



feasibility are maintained. Policies that are responsive to families, such as sibling enrollment preference, must be considered.

Parents would like to be very involved in knowing about their children's daily activities. There should be supportive daily communication between the teachers and parents of infants and toddlers, both verbally and in written format; parent communications for two-year-olds, preschoolers, and kindergarten prep may be weekly.

### ***Food Service Program***

The current food service program includes cooked breakfast, lunch, afternoon and late afternoon snack each day, and an alternate food selection for children with allergies and dietary needs. The Provider may suggest enhancements or modifications to these services, but should base the RFP response on the current meal service plan.

The Center's facility includes a full-service kitchen. All kitchen equipment, food preparation, and service utensils are provided by SCF. The Center's employee roster currently includes a cook.

### ***Materials and Equipment***

All materials and equipment purchased for the Center should be based on NAEYC guidelines for developmentally appropriate curriculum. Materials should be organized by learning Centers and include items for a multi-ethnic and anti-bias curriculum.

### ***Provider Requirements***

All respondents to this RFP must be familiar with and adhere to all federal, state, and local regulations and NAEYC accreditation guidelines pertaining to operating child care services in this location.

### ***Risk Management and Quality Assurance***

The selected Provider will develop appropriate policies and procedures to protect the health and well-being of children, families, and staff members. The Provider must ensure that the physical health and safety features of the environment conform to local, state, and federal requirements, including:

- Maintaining the facility in a clean and safe condition.
- Protecting children against the danger of fire, smoke, injury attributable to the environment, electrical hazards.
- Minimizing/preventing the spread of disease and infection.
- Enforcing strict security measures (both indoors and outdoors).
- Providing SCF oral notification immediately upon learning of serious incidents or hazards.
- Providing written notification to SCF of any investigations or citations by local, state, and/or federal authorities.

### ***Budget Assumptions***

As summarized previously in this RFP, SCF will consider paying transition costs for the Center, including equipment enhancements, building improvements, and other necessary transition costs. The Provider's transition budget should include costs that your organization anticipates SCF will need to pay.

The Provider will enter into a rent-free lease arrangement with SCF for use of the facility; SCF will pay for ongoing facility-related expenses. SCF will provide the following expenses as in-kind services in support of the Center's operations:

- Facility maintenance services
- Janitorial services
- Snow removal services and maintenance
- Playground maintenance and fencing

SCF may support the Provider and the Center with purchase of materials utilizing SCF's purchasing contracts and agreements, where appropriate.



The Provider will be paid an annual management fee and will be held accountable for managing the Center's operations within the pre-approved budget. SCF will review operating income statements and other financial documents, and approve the Provider's projected budget annually. SCF will monitor the financial status of the Center through monthly financial reports.

SCF will assess its financial commitment based on the Provider's budget model and will review and approve the Provider's budget on an annual basis. The ability of the Provider to attain cost efficiencies—without sacrificing quality—and keep costs within the approved budget, will be important criteria in both the selection and the retention of the Provider. SCF expects to pay for and conduct annual audits.

During the transition, the Provider is expected to complete all necessary tasks to assume management of the Center, such as: evaluating/developing all policies for the Center; recruiting, hiring, and training staff as necessary; obtaining all licenses and permits as required; providing SCF with an equipment inventory and with SCF's approval, purchasing the needed equipment at SCF's expense; and marketing the Center in collaboration with SCF to reach a maximum enrollment.

**END OF RFP**