

REQUEST FOR PROPOSALS PACKAGE



RETURN THIS PROPOSAL TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY
Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

RFP NO. 639

ALASKA STATE CAPITOL CHILD CARE PROVIDER

SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS OR SHALL BE EMAILED TO JC.KESTEL@AKLEG.GOV BY 1:30 P.M. ON FRIDAY, SEPTEMBER 18, 2020. FAXED PROPOSALS WILL NOT BE ALLOWED.

Offerors Are Not Required To Return This RFP With The Proposals

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch. Copies of the Legislative Branch Procurement Procedures are available upon request.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR PROPOSALS (RFP) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. OFFERORS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFP WHEN SUBMITTING THEIR PROPOSALS. A PROPOSAL CHECKLIST HAS BEEN INCLUDED FOR OFFERORS TO USE, THE CHECKLIST IS INTENDED AS A REMINDER OF CERTAIN IMPORTANT ITEMS AND IS NOT INTENDED TO BE A COMPLETE LIST OF WHAT MUST BE INCLUDED IN THE PROPOSAL.

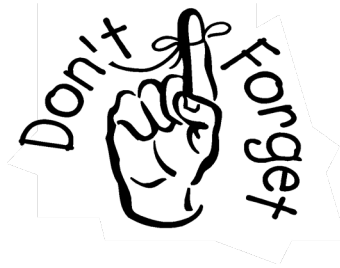
JC Kestel, Procurement Manager
PH: 907-465-6705
TDD: 907-465-4980
Email: JC.Kestel@AKLeg.gov

PROPOSAL SUBMISSION CHECKLIST

Offerors may use boxes at left to check off items when completed.

If an Offeror fails to submit the following items in its proposal, the Agency may consider the proposal non-responsive.

This checklist is intended as a reminder of certain important items and is not intended to be a complete list of what must be included in the proposal. This checklist does not need to be returned with the Offerors proposal.



TO INCLUDE (BUT THE PROPOSAL IS NOT LIMITED TO):

- ☐ A signed copy of each amendment to the RFP that is issued by the Agency
- ☐ Complete proposal with signed Cover Letter
- ☐ Alaska business license and business entity information included within proposal Cover Letter
- ☐ Three letters of reference included with proposal
- ☐ Submission of proposal in sealed envelopes if delivered or as labeled PDF attachments if emailed
- ☐ Copy of Parent Handbook for proposed Child Care Center

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SECTION ONE

Notices to Offerors

- 1.01 **Right of Rejection:** A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
 - b) are merely a matter of form or format;
 - c) do not change the relative standing of or otherwise prejudice other offers;
 - d) do not change the meaning or scope of the RFP;
 - e) are trivial, negligible, or immaterial in nature;
 - f) do not reflect a material change in the work, services, or products requested; or
 - g) do not constitute a substantial reservation against a requirement or provision.
- 1.02 **Photocopies:** Photocopied proposals may be submitted as long as one copy has an original signature on the Cover Letter.
- 1.03 **Alaska Business License and Legal Entity:** The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the Cover Letter or provide a copy of the business license with the Proposal and the type of the legal (e.g., corporate) entity and the current status of your entity. If the offeror is a corporation or a limited liability company, the business entity must be in good standing with the state of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporation, Business, and Professional Licensing in the Department of Commerce, Community & Economic Development at (907) 465-2550 or visit their website: <https://www.commerce.alaska.gov/web/cbpl>.** If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal.
- 1.04 **U.S. Funds:** Prices quoted shall be in U.S. funds.
- 1.05 **Taxes:** All proposals shall be submitted exclusive of Federal, State and local taxes.
- 1.06 **Contacts / RFP Questions / Contact Person:** OFFERORS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE EVALUATION COMMITTEE, THE PROJECT DIRECTOR, EXECUTIVE DIRECTOR OF THE LEGISLATIVE AFFAIRS AGENCY, OR THEIR STAFF OR ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFP. All questions concerning this Request for Proposals must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions. The first type is a question which can be answered by directing the Offeror to the specific section of the Request for Proposals where the information is found. Response to these questions may be given over the telephone, but are limited to directing the Offeror to a portion of the Request for Proposals which can then be read by the Offeror.

The second type is a question that would require the Procurement Manager to clarify or interpret part of the Request for Proposals or its intent. Response to the second type of question will not be given except in writing via amendment to the Request for Proposals. Offerors must put these questions in writing. These questions should be received by the Procurement Manager at least ten (10) days prior to the proposal closing.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. PH: 907-465-6705, TDD: 907-465-4980.

- 1.07 **Review of RFP:** Offerors shall carefully review this Request for Proposals, without delay, for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least ten (10) days before proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made.
- 1.08 **Notice of Intent to Award:** Upon selection of an apparent Successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names and addresses of all Offerors and identify the proposal selected for award.
- 1.09 **Protest:** If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Procurement Procedures of the Alaska State Legislature.
- 1.10 **Proposal Delivery and Acceptance:** An Offeror must deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP or may email their proposal to the procurement manager at the email address shown on Page 1 of this RFP, no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. If mailed or hand delivered, the package must be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Proposal for RFP 639.pdf" (Offeror A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20 megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20mb and each email must comply with the requirements described above.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror's responsibility to contact the issuing office at (907) 465-6705 to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

It is the responsibility of the Offeror to ensure that its proposal and any Agency-issued RFP amendments (signed by the Offeror) are in the issuing office of the Agency prior to the

- 1.11 **Discussions with Offerors:** This paragraph is removed for purposes of this RFP.
- 1.12 **Americans with Disabilities Act:** The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the proposals are due, to make any necessary arrangements.
- 1.13 **Preference for Alaska Offeror:** If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of 5 percent. To qualify for the preference, the Offeror must: (a) hold a current Alaska business license; (b) submit an offer for the contract under the name that appears on the person's current Alaska business license; (c) have maintained a place of business in the State staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of this offer; (d) be incorporated or qualified to do business under the laws of the State, be a sole proprietorship and the proprietor is a resident of the State, be a limited liability company organized under AS 10.50 and all members are residents of the State, or be a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and, if a joint venture, be composed entirely of ventures that qualify under (a) - (d) of this paragraph.

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference. If the Offeror is a limited liability company (LLC) or a partnership as identified in the previous paragraph, the statement must also identify each member or partner and certify that all members or partners are residents of the State. If the Offeror is a joint venture which includes an LLC or a partnership as identified in the previous paragraph, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and certify that all of those members or partners are residents of the State.

- 1.14 **Fund Obligations:** Funds are available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2021. The availability of funds to pay for the Agency's monetary obligations under the contract after June 30, 2021, is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgment of the Agency, sufficient funds are not appropriated, the contract will be terminated by the Agency or amended. To terminate under this section, the project director shall provide written notice of the termination to the Successful Offeror .
- 1.15 **Cancellation; Rejection of all Proposals; Preparation Costs:** This RFP does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the proposal if a contract is not awarded. This RFP may be cancelled, or all proposals rejected, as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.

- 1.16 **Rejection of Individual Proposals:** A proposal may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Procurement Procedures of the Alaska State Legislature.
- 1.17 **Procurement Procedures:** This Request for Proposals is subject to the Procurement Procedures of the Alaska State Legislature.
- 1.18 **Additional Terms and Conditions:** The Agency reserves the right to include additional terms and conditions in the contract.
- 1.19 **Format of Contract:** The contract entered into as a result of this RFP will be in the contract format desired by the Agency and will include the provisions of the RFP that apply to the contract.
- 1.20 **Contract Negotiations:** This paragraph is removed for purposes of this RFP.
- 1.21 **Failure to Negotiate:** This paragraph is removed for purposes of this RFP.
- 1.22 **Firm Offer:** For the purpose of award, proposals made in accordance with this Request for Proposals shall be good and firm for a period of ninety (90) days from the date of closing for receipt of proposals in response to the RFP.
- 1.23 **Award of Contract:** AWARD OF THIS RFP IS SUBJECT TO STATE OF ALASKA LEGISLATIVE COUNCIL APPROVAL.
- 1.24 **Award Criteria:** See Section 5 (Evaluation Criteria) of the RFP.
- 1.25 **Pre-Proposal Teleconference:** All prospective Offerors are encouraged to call into the pre-proposal teleconference. This pre-proposal teleconference will be held on **Friday September 4, 2020 at 10:30 am.**, Alaska Time. To attend, Offerors must call into one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the teleconference is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP. Call-in attendance at the pre-proposal conference is not mandatory. LAA will not provide any information on what information was given or details that were discussed during the teleconference to potential Offerors that do not attend the teleconference. Participants should read the RFP and call in to the meeting prepared to discuss any concerns and ask questions.

Offerors with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference so that reasonable accommodation can be made.

- 1.26 **Pre-Proposal Child Care Center Site Visit:** At the request of a prospective Offeror, the Agency can coordinate a site visit of the current child care center site for the purpose of planning and preparing the Offeror's Proposal for this RFP. The Agency has set aside the following days and times for after-hours site visits: September 5th between 10am-4pm by appointment only. Site visits will be limited to 15 minutes in length and all visitors will be required to follow current Legislative Building policies while on site. Potential Offerors

Exhibit A of the Contract between Rosemary Williams, dba Discovery Preschool and the Legislative Affairs Agency for RFP 639 that would like to schedule a site visit should contact the Procurement Manager no later than 4pm on September 4, 2020.

- 1.27 **Schedule of Events:** This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days.

RFP Issue Date	August 28, 2020
RFP Pre-proposal Teleconference	September 4, 2020
Child care Center Site Visit (by appointment only)	September 5, 2020
Deadline for Written Questions	September 8, 2020
Deadline for Receipt of Proposals – Proposals Opened	September 18, 2020

SECTION TWO

Introduction

2.01 Introduction: The Legislative Affairs Agency (“Agency”) is seeking proposals for a Child Care Provider (“Provider”) that will establish and operate a child care center that will accommodate 30-41 children of various ages between 4 weeks – 8 years old. The child care center is located in the Alaska State Capitol Complex, Thomas Stewart Legislative Office Building (TSLOB), 206 4th Street, Juneau, Alaska.

The Agency’s goals are to provide a facility where a Provider can operate a Child Care center with a professional staff that:

- Provides affordable quality year-round child care that meets the needs of legislators, legislative staff, and members of the public, including, but not limited to, state and city employees
- Provides a nurturing environment for children’s emotional, cognitive, social, and physical development
- Accommodates different age groups as needed
- Operates in a financially sound manner

The Agency desires to contract with a Provider to operate the child care center. The current child care contract terminates December 30, 2020. It is the Agency’s intent for the new contract to begin on, or with the cooperation of and coordination with the current Contractor before, December 31, 2020, with no disruption to the children currently enrolled and the services being provided. The Agency will provide the space in the Capitol Complex’s Thomas Stewart building, as well as fixtures, equipment, some furniture, and most utilities to the Provider. The Contract will be for a term of three years with three optional two-year renewals. The Provider will be responsible for staffing, marketing, budgeting, curriculum development, operation of the child care center, on-going evaluation/assessment of the child care program and its employees, and raising the money to pay the expenses of the program that are the responsibility of the Provider under this RFP.

SECTION THREE

RFP Specifications

3.01 Scope of Services: The Legislative Affairs Agency (“Agency”) is seeking a professional Child Care Provider (“Provider”) to establish and operate a quality, non-religious child care program located in the Capitol Complex, Thomas Stewart Building, 206 4th Street, Juneau, Alaska. The Provider will be responsible for staffing, marketing, budgeting, curriculum development, operation of the child care center, on-going evaluation/assessment of the child care program and its employees, and raising the money to pay the expense of the program that are the responsibility of the Provider under this RFP. The child care center shall accommodate a licensed capacity of 30-41 children of various ages between 4 weeks – 8 years old, the quantity of children that the child care center can accept must stay current with the state of Alaska child care licensing requirements.

3.02 Licensing and Accreditation: Within thirty (30) days starting the day after Contract award the Successful Offeror and the child care center must become licensed by the State of Alaska, Department of Health and Social Services, Division of Public Assistance, Licensing Regional Offices, under 7 AAC 57 – Child Care Facilities Licensing and maintain compliance with 7 AAC 57 licensing requirements. If an Offeror fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the proposal, cancel the Award of the Contract, or cancel the Contract.

Accreditation by the National Association for the Education of Young Children (NAEYC) is highly desired, but not required.

3.03 Schedule: The Successful Offeror shall maintain a schedule that meets the needs of Legislators, legislative staff, and public users, and that, at a minimum, matches or exceeds the hours and flexibility of the following schedule:

1. During Session: **7:30 a.m. – 6:00 p.m.**, Monday through Friday

In addition, on-call staff will need to be provided to meet the needs of the Legislature for, but not limited to, late night sessions, holidays, and weekends at an additional cost to the parents.

2. During Interim: **7:30 a.m. – 5:30 p.m.**, Monday through Friday

In addition, on-call staff will need to be provided to meet the needs of the Legislature if a Special Session is called at an additional cost to the parents for late night sessions, holidays, and weekends.

3.04 Staffing Requirements: The Successful Offeror must provide, and pay for without Agency reimbursement, adequate staffing that meets or exceeds staffing ratios and requirements for infant, toddler, early preschool, and preschool children as specified in the licensing requirements of 7 AAC 57 of the Alaska Administrative Code. Employee background checks are required. Job descriptions shall be developed and maintained for all positions including, but not limited to, staff employed on a substitute or temporary basis. The Provider shall secure and maintain all staff licenses necessary to meet the Alaska licensing requirements.

3.05 Health and Safety: The Successful Offeror shall enforce health and safety standards that are consistent with state regulations in such areas as administration of medications, emergency information forms, and exclusion of sick children. The Provider shall ensure

that staff members receive ongoing training in the areas of basic first aid and cardiopulmonary resuscitation (CPR). The Successful Offeror must comply with all federal, state, and local health laws, ordinances, mandates, regulations, and other requirements for health and safety of the children and staff of the child care center.

The Successful Offeror will ensure that all: criminal incidents or accidents/incidents requiring immediate professional medical attention occurring in the center are immediately reported to the Department of Health and Social Services. The Provider will ensure that notification of the incident is provided to the Executive Director of the Agency as soon as possible but no later than 24 hours after the occurrence.

The Provider will notify the appropriate local authority in cases of suspected child abuse or neglect.

- 3.06 Emergency Procedures:** The Provider shall implement and follow emergency procedures and drills that are consistent with state laws. The Provider shall ensure that employees receive ongoing emergency preparedness training and shall on an annual basis inform parents of enrolled children about the programs' policies and procedures regarding emergency preparedness. The Provider will post an emergency evacuation plan for the center. The Provider will ensure that a fire drill is conducted by the staff at the center at least monthly and will keep a record of these drills available to the Agency upon request. The Provider will work with the Agency to ensure that the center's evacuation plan is appropriately incorporated into the occupant emergency plan for the building.
- 3.07 Sign-in and Sign-Out:** The Provider shall maintain sign-in and sign-out procedures in accordance with state childcare licensing requirements.
- 3.08 Staff-Developed Activities and Staff Development:** The Provider shall offer appropriate staff-developed activities on an ongoing basis in order to fully meet the child development needs of children in the program. The Provider must ensure that staff members have ongoing training. In addition to training required by State or local licensing authorities, the Provider must ensure that staff receive annual training including, but not limited to, training required to maintain licensing.
- 3.09 Tuition and Fee Schedule:** The Provider shall maintain a fee schedule for all services offered. Changes to the tuition and fee schedule must be approved by a majority of the parents by secret ballot that is administered by the Agency no less than sixty (60) days prior to changes being implemented. Tuition and other fees shall be comparable to those charged by similar child care programs for similar services.
- 3.10 Parent Handbook Requirement:** Each Offeror shall submit a copy of the proposed Parent Handbook for the child care program that includes the categories listed below and detailed information on each category:

1. Child care and teaching philosophies
2. Operating information
3. Enrollment, waitlist, and withdrawal policies
4. Sign-in and pick-up procedures
5. Sample daily schedule
6. Supplies and snacks rundown

7. Planned closures, sick days, snow days, and schedule interruptions
8. Codes of conduct and discipline procedures
9. Health and safety regulations
10. Emergency procedures
11. Parent conferences and communications
12. Billing policies

- 3.11 Enrollment:** The child care center will be open to legislators, legislative staff, and members of the public, including, but not limited to, all state and city employees. Legislators and legislative staff will have first priority for enrollment. The next priority will be given to state employees, then city employees, and then the general public. Nine (9) spaces must be set aside from the total capacity for children of legislators and legislative staff coming from out of town when a session or special session is occurring in Juneau. The Provider will select public users by lottery. The Provider will maintain enrollment for all children that are enrolled full-time, temporarily, or part-time when the successful offeror takes over the child care center. The Provider shall have a policy for drop-in or as needed care that includes, but is not limited to, rates, times available, verification of availability, and payment terms. The policies shall be in writing and available to the Agency upon request.
- 3.12 Insurance:** The Provider must, at its own expense, provide and maintain during the term of the Contract, and any extension thereof, (1) comprehensive liability insurance in an amount not less than one million dollars (\$1,000,000) for all aspects of the child care program, including, but not limited to, child accident insurance for all enrolled children, (2) professional liability and general program liability insurance, (3) workers' compensation insurance, and (4) any other insurance required by law. These policies must waive subrogation against the Agency. The Agency shall be listed as additional insured. If the Provider's policy contains higher limits than required by law, the Agency shall be entitled to coverage to the extent of the higher limits. A copy of the insurance certificate(s) must be provided to the Agency prior to the signing of the Contract. The Provider must notify the Agency sixty (60) days in advance of cancellation of a policy.
- 3.13 Responsibility for Operating Costs/Cleaning Responsibilities:** The Agency will pay for most operating costs associated with the space provided in the Capitol Complex, Thomas Stewart Building, for the child care center, including, but not limited to, basic janitorial services, repairs, and utilities, except telephone and cable services. The Provider shall provide general housekeeping of all areas of the child care center premises, including, but not limited to, all rooms, closets, laundry room, and restrooms so that the child care center appears clean, well-kept, and organized at all times. Cleaning responsibilities of the Provider include, but are not limited to, cleaning and sanitizing of all toys, toy shelves, children's furniture, kitchen appliances inside and out, kitchen pantries, and storage closets, including shelves. Immediate spot cleaning is required during, but not limited to, snack time, mealtimes, and during and after craft projects. Storage of all bleach/sanitizing solutions will be out of reach of children.
- 3.14 Rent Payments:** The Agency shall provide adequate space for the child care center. The Provider will not pay rent to the Agency, with the expectation that this will help to ensure a financially viable childcare center.

- 3.15 Annual Review:** The Provider shall participate in an annual evaluation conducted by the Agency to ensure that the program continues to satisfactorily meet the quality standards and the requirements of these RFP specifications.

Any substantive schedule, policy, parent handbook, or program changes will only be considered during the annual review process. The proposed changes may be subject to the approval of the Agency.

- 3.16 Payment; Collection of fees:** The Agency will not pay the Provider. The Provider will retain all fees paid by the users of the child care center. The Legislature and its agencies assume no responsibility for collection of fees.
- 3.17 Contract Assignment/Transfer:** Assignment or transfer of the contract entered into as a result of this Request for Proposals is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.
- 3.18 Binding on Successors:** Subject to paragraphs 1.17 and 3.17, the Contract issued as a result of this RFP and all the covenants, provisions and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assigns of the Provider and the Agency.
- 3.19 Termination of Contract:** Upon delivery of written notice to the Successful Offeror, the contract may be terminated by the project director with or without cause. To terminate, the project director shall provide notice by e-mail or delivery of a hard copy to the Successful Offeror, whichever method is selected in the sole discretion of the project director. In addition, the Agency may terminate the Contract immediately if there is a substantial breach of the conditions of the Contract, the Provider's child care license, or state, federal, local law, or health mandates, including, but not limited to, if the Successful Offeror's child care license is revoked or in the process of being revoked.
- 3.20 Breach of Contract:** In case of a breach of the Contract, for whatever reason, by the Provider, the Agency may procure the services from other sources and hold the Provider responsible for damages resulting from the breach.
- 3.21 Indemnity:** The Successful Offeror shall indemnify, save harmless, and defend the Legislature of the State of Alaska and the Agency, and their officers, agents and employees from liability of any nature or kind (including, but not limited to, any costs, attorney fees, and other expenses) relating to the Provider's performance of its contract obligations.
- 3.22 Applicable Laws:** The Provider must comply with all applicable federal and state labor, wage/hour, safety, and any other laws and health mandates which have a bearing on the contract, including, but not limited to, having all licenses and permits required by the Agency, the State, and any municipality that are applicable, for performance of the contract covered by this RFP.
- 3.23 Contract Amendments:** In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this Request for Proposals may be amended by mutual agreement of the parties.

- 3.24 Venue and Applicable Law:** In the event that the parties to the resulting contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.
- 3.25 Human Trafficking:** By the Offeror's signature on their Proposal, the Offeror certifies that the Offeror is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

In addition, if the Offeror conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the Agency prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/wp-content/uploads/2020/06/2020-TIP-Report-Complete-062420-FINAL.pdf>

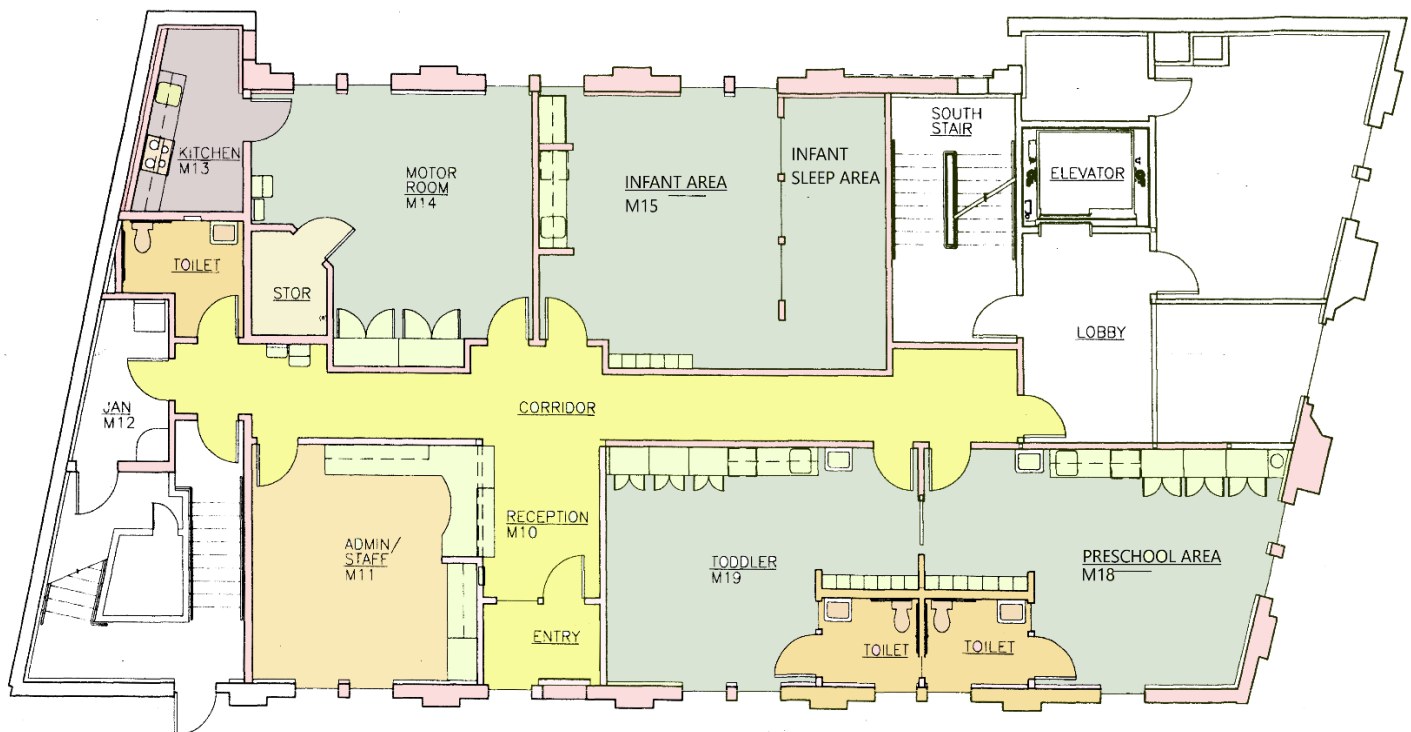
If an Offeror fails to comply with this par. 3.25, the Agency may reject, without liability, the Offeror's proposal as non-responsive, cancel the intent to award to the Offeror, or cancel the resulting contract with the Offeror.

- 3.26 Records; Audit:** The requirements of this paragraph 3.26 are in addition to any other records required by this RFP. The Contractor shall accurately maintain detailed child care licensing documentation, staff training and certification records, and any other federal, state, or locally required documentation. The Contractor shall also keep any other records that are required by the Project Director. The records required by this paragraph are subject to inspection and copying by the Agency or the Project Director at all reasonable times, except for records that are made confidential under law.
- 3.27 Ownership and Reuse of Documents:** This paragraph is removed for purposes of this RFP.
- 3.28 Materials and Processes Covered by Patents, Trademarks, or Copyrights:** If the Offeror employs any design, device, material, or process covered by a patent, trademark or copyright, the Offeror shall provide for the use by suitable legal agreement with the owner. The Offeror and the Surety shall indemnify and save harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the Contract or after the completion of the Contract.
- 3.29 Coverage Under The Ethics Law:** Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether Contractor is in compliance with AS 24.60.
- 3.30 Terms and Conditions of Occupancy in the Thomas Stewart Building, 206 4th Street, Juneau, Alaska.**

1. The Provider and its employees shall comply with all building regulations and special building security arrangements. Building security arrangements may include, but are not be limited to, the use of state-issued card keys, where required. All state-issued card keys remain the property of the Agency and must be surrendered to the Provider's management by all center employees leaving the Provider's employ. Such card keys must be immediately returned to the Agency designated Capitol Building Manager.
2. The Provider shall not discriminate on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy or parenthood with respect to enrollment of children or employment of staff. The Provider shall adhere to Federal, State, and local laws, statutes, and ordinances.
3. The Provider shall sign the resulting Contract acknowledging receipt of and use of equipment and other property as furnished by the Agency, and shall provide routine care, as outlined in 3.13 "Responsibility for Operating Costs/Cleaning Responsibilities", of any Agency-furnished equipment during the term of this Contract.
4. The Provider shall be responsible for any damage to the equipment and other property furnished by the Agency arising from intentional acts or acts of negligence of the Provider or its employees.
5. The Provider will post in a public area of the center the Provider's current state license, and, if required, local license, to operate a child care center.
6. The Provider will comply with all Federal, State, and local safety policies, including, but not limited to, the smoking policy.
7. The Provider must demonstrate that is financially capable of continuing its operations under the terms of the resulting Contract to use the space. The Provider agrees to provide upon request financial statements, which may, if required by the Agency, include quarterly financial statements and an annual audit by an independent reviewer.
8. The Provider shall provide all supplies (consumables and manipulatives), such as toys and curriculum materials. These items will remain the property of the Provider.
9. The Provider shall market the child care center program and its quality and availability to legislative employees and others.
10. The Successful Offeror shall maintain the premises in keeping with good fire prevention practices. The Agency reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied.
11. The Successful Offeror shall maintain the premises free of hazards.
12. The Agency and its agents will have the right to enter the premises at any time during business hours and after reasonable notice to the Successful Offeror (in case of emergency, at any time and without notice) to examine and make the repairs, alterations, improvements, or additions that the Agency determines to be necessary or desirable. If the Successful Offeror is not personally present to permit entry and an entry is necessary to make repairs, the Agency may enter the same by master key (or force if an emergency) without rendering the Successful Offeror liable for the actual entry. Nothing contained in this section shall be construed to impose on the Successful Offeror a duty of repair of the building except as provided for elsewhere in this RFP.
13. The Successful Offeror will use the premises only for a child care center and related purposes and in a careful and proper manner. The Successful Offeror and its employees will not use or occupy the premises or use the Agency-furnished equipment or property for personal use. The Successful Offeror will not use or occupy the premises or permit them to be used or occupied for a purpose or business considered extra-hazardous on account of fire or other hazard, or in a manner which violates federal, state, or local laws or regulations.

14. The Successful Offeror will not keep animals of any kind on the premises. Animals may be brought in as a show-and-tell lesson or for an exhibit for learning purposes only.
15. The Successful Offeror may not make, or allow to be made, alterations of the premises without the written consent of the Agency, which shall not be unreasonably withheld, and alterations shall be performed in a professional and skilled manner. These alterations include, but are not limited to, hanging items on the walls. The Successful Offeror will not allow or permit a lien or other encumbrance to be placed against the premises.
16. The Successful Offeror agrees to leave the premises at the expiration or termination of the Contract in as good a condition as when first occupied, except for reasonable wear and tear and loss or damage caused by fire, explosions, earthquakes, acts of God, or other casualty.

3.31 Floor Plan of Childcare Center: Below is a floor plan of the child care center located in the Capitol Complex, Thomas Stewart building, 206 4th St.



- 3.32 Status of Provider:** The Provider will not be an employee or agent of the Agency. Parents with children enrolled at the center shall contract directly with the Provider. Except for matters explicitly addressed in this RFP, decisions and responsibilities with respect to the program, hiring, policy making, and any and all other aspects of the operation and conduct of the center's business shall be the exclusive right, prerogative, and responsibility of the Provider.
- 3.33 Augmentations of Scope:** These RFP Specifications are the Agency's minimum requirements for meeting or exceeding the level of service that is expected by the Agency. The Provider is encouraged to propose service enhancements, best practices, and creative approaches that would result in the highest quality and most cost-effective program. These proposed augmentations will be reviewed by the Agency.

SECTION FOUR

Proposal Format and Content

4.01 General Instructions: The Agency discourages overly lengthy and costly proposals; however, in order for the Agency to evaluate proposals fairly and completely, Offerors should follow the format set out in this section and provide all of the information requested. Offerors must deliver their proposal according to paragraph 1.10 “Proposal Delivery and Acceptance” of section one on page 6 of this RFP.

4.02 Submittal Format and Content: All proposals shall address the following items in the order and with the numbering listed below. Please be as concise and clear as possible in your responses.

Cover Letter: Provide a cover letter including the name, title, address, business license number, and telephone number of the lead contact on this proposal and the signature of the person or persons authorized to represent the Offeror.

Proposed Parent Handbook: Provide a copy of the proposed parent handbook that includes the detailed information listed in paragraph 3.10 “Parent Handbook Requirement” of section three on page 12 of this RFP.

Proposal with Table of Contents: Please provide detailed and thorough information in your proposal along with a table of contents for the following items:

A. Qualifications and Background of Provider

1. State your address and legal (e.g., corporate) entity and the current status of your entity. If the offeror is a corporation or a limited liability company, the business entity must also be in good standing with the state of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission.
2. Describe your organizations or individual history/background, mission, and the services you provide. Provide information on the location of your current or past child care centers and other child care businesses, and the ages and number of children you serve or have served. Highlight any centers and other child care businesses you have handled that are similar in size and nature to the program covered by this RFP.
3. Provide an organizational chart for your organization.
4. Provide your educational background regarding child care and early learning.
5. Describe your experience with the National Association for the Education of Young Children (NAEYC) accreditation. List all current or past centers and other child care businesses you operate or have operated that are accredited and describe any plans to achieve accreditation for centers and other child care businesses not currently accredited.
6. List the companies, cities, or other entities, if any, with which you currently have contractual or lease arrangements to provide child care services. Describe your approach and success in managing relationships with these client entities. Provide up to three client references, including client entity name, contact person name, title, address, and telephone number. Provide information regarding all contracts, whether or not for child care, that have been cancelled, terminated, or not renewed within the last five years.
7. Provide three professional letters of reference from previous employers, professional contacts, current and former educators, or coworkers.

8. Provide three parent references, including the parent's name and telephone number.

B. Program, Curriculum and Schedule

1. Explain your approach to child development and your program philosophy and goals.
2. Describe your curriculum for each age group in the center. Include your approach to providing a diverse and multicultural environment.
3. Provide sample daily curriculum and schedules for each age group.
4. State your proposed hours of operation and schedule options (such as part-time schedules, drop-in care) to be offered at the center by age group.
5. Describe your approach to child transitions between age groups.
6. Describe your approach to providing care to children with special needs.
7. Describe the support services and enrichment activities you will provide.
8. Describe your approach to child behavior management and procedures for addressing problems that arise.
9. Provide a date listing of all closures that will occur annually.

C. Center Staffing and Management

1. Provide your proposed organizational staffing structure for this center.
2. List the titles, responsibilities, qualifications, certifications, salaries, and benefits for all staff positions at the center. Describe your compensation philosophy and benefits package and the percent of salary this represents.
3. Address how your staffing patterns will maintain adult-to-child ratios that promote high childcare quality throughout the day, as enrollment varies, and during staff absences.
4. Explain your approach to employee recruitment, screening, performance evaluation, stability, and retention. Describe your employee turnover experience and any problems you have had and how you have addressed them.
5. Describe your training program and approach to professional development for center staff.
6. Provide the names, titles, experience, and qualifications of the staff that will be involved in center oversight at the company level.
7. Describe your systems of center oversight and program management.

D. Quality Assurance, Risk Management, and Insurance

1. Summarize your organization's history with licensing, noting compliance issues that have arisen and how they have been resolved.
2. State whether you plan to seek National Association for the Education of Young Children (NAEYC) accreditation and, if so, your timeline for completing this process. If you do not plan to seek accreditation, please explain why.
3. Explain the tools/processes used by your agency for quality assessment.
4. Describe your approach to risk management and specify monitoring tools. Describe procedures for responding to and correcting identified risks.
5. Note and explain any litigation against you, your entity, or your staff in the past ten years arising out of child care services or other services provided by you or your entity, including any pending litigation, related to the operation of your child care programs.
6. Describe your child sign-in and sign-out procedures.
7. Describe your procedures for protecting child health and meeting standards consistent with state and municipal regulations and mandates in such areas as administration of medications, emergency information forms, and exclusion of sick children.
8. Summarize your emergency preparedness and response plan.

E. Parent Involvement, Communication, and Enrollment

1. Discuss your philosophy of parent involvement within the center.
2. Describe how you will maintain communication between parents, center staff, and management.
3. Describe techniques to obtain and maintain enrollment.
4. Describe policies by which children will be selected, enrolled, or removed from the program. Include information about wait list procedures and policies along with any fees associated with enrollment.
5. Explain your methods for assessing and maintaining parent satisfaction.
6. Describe procedures for responding to parent concerns and complaints.

F. Tuition and Other Fees

1. List proposed monthly tuition rates by age group. Include tuition for both full-time, part-time and any alternative schedules to be offered. List any additional charges or fees that may apply for enrollment, drop-in care, holidays, weekends, late nights, consumable supplies, food, etc.
2. State your planned approach to fee increases. Provide the average percentage fee increase you have implemented each year for the past five years of operation.
3. Describe your ability/plan to maintain tuition rates that are comparable to similar programs.

G. Financial Information

Provide a proposed annual budget, and a budget narrative, with information for all center revenues and expenses, including, but not limited to, the following categories:

Revenue

- Tuition Rates
- Other fees
- Grants and fund raising
- Other program revenues

Expenses

- Salaries (noting staff ratios by age group, number of staff by position and anticipated salaries by position)
- Benefits (noting benefits provided by position)
- Operating Costs, including
 - Instructional materials and supplies
 - Liability insurance
 - Vehicle insurance, fuel, maintenance and depreciation or lease costs
 - Any other operating costs
- Any other costs to be paid by contractor

H. Augmentations to the Scope of Service

Summarize any service enhancements, best practices, and creative approaches included in your proposal that exceed the minimum requirements specified in the RFP Specifications (Section Three).

I. Additional Information

Provide other relevant child care information that may assist in the evaluation of this proposal.

SECTION FIVE

Evaluation Criteria

It is the Agency's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 100. A sample evaluation form is also included which lists the questions that will be used by the Proposal Evaluation Committee to evaluate the proposals.

5.01 Responsiveness to RFP – 10 Percent (10 points)

- 1) Demonstrated understanding of and responsiveness to scope of services
- 2) Minimum scope of service requirements met (e.g. enrollment, licensing, schedule, etc.)
- 3) Clarity and level of detail provided

5.02 Provider Experience, Qualifications – 30 Percent (30 points)

- 1) Experience and success operating similar and other child care programs
- 2) Consistent compliance with federal, state, and local licensing rules and regulations
- 3) Current capacity to operate a center and provide the requested scope of services
- 4) Experience of Provider
- 5) Operational oversight
- 6) Letters of Reference
- 7) Retaining staff and plans to provide staff stability
- 8) Experience with accreditation programs
- 9) Tools for quality assessment

5.03 Quality of Proposed Program – 40 Percent (40 points)

- 1) Educational philosophy and curriculum
- 2) Staff ratios and group size
- 3) Staff experience, qualifications, educational background and training
- 4) Diverse and multicultural environment, services for children with special needs, and enrichment activities
- 5) Parent involvement and responsiveness to feedback
- 6) Enhancements to the required, minimum scope of services

5.04 Tuition and Other Fees – 20 Percent (20 points)

- 1) Comparability of proposed tuition rates and other fees to those of similar programs
- 2) Reasonableness of proposed tuition and other fees
- 3) Reasonableness of proposed annual budget for all center revenues and expenses

SECTION SIX

Sample Evaluation Form _____

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 100.

Person or Firm Name: _____

Name of Proposal Evaluation Committee Member: _____

Date of Review: _____

RFP Number: _____

A. Responsiveness to RFP – 10 Percent

(Maximum Point Value for this Section – 10 Points [100 Points x 10% = 10 Points])

Scale Rating 1: 10 where 1=lowest and 10=highest

- 1) How well has the Offeror demonstrated understanding of and responsiveness to scope of services requirements?

- 2) How well has the Offeror met the minimum scope of service requirements (e.g. enrollment, licensing, schedule, etc.)?

- 3) The submittal clarity and what level of detail provided.

Evaluator's Point Total for Section A: _____

B. Provider Experience, Qualifications – 30 Percent

(Maximum Point Value for this Section – 30 Points [100 Points x 30% = 30 Points])

Scale Rating 1: 30 where 1=lowest and 30=highest

- 1) Does the Offeror show experience and success operating similar and other child care programs?

- 2) Does the Offeror show consistent compliance with federal, state, and local licensing rules and regulations?

- 3) Does the Offeror have current capacity to operate a center and provide the requested scope of services?

- 4) Experience of Provider?

- 5) How will the Offeror provide operational oversight, and how effectively?

- 6) Did the Offeror provide three letters of reference that were verified?

- 7) Does the Offeror appear to be able to retain staff and does the Offeror have plans on how to provide staff stability ?

- 8) What is the Offeror's experience with child care accreditation programs such as the National Association for the Education of Young Children (NAEYC)?

- 9) What tools for quality assessment does the Offeror plan to use?

Evaluator's Point Total for Section B:

C. Quality of Proposed Program – 40 Percent

(Maximum Point Value for this Section – 40 Points [100 Points x 40% = 40 Points])

Scale Rating 1: 40 where 1=lowest and 40=highest

- 1) The Offeror's educational philosophy and curriculum.

- 2) Staff ratios to children and children's group sizes.

- 3) How were experience, qualifications, educational background, and training of the Offeror's staff?

- 4) Does the Offeror's proposed program provide a diverse and multicultural environment, services for children with special needs, and enrichment activities?

- 5) Parent involvement and responsiveness to feedback.

- 6) Did the Offeror provide enhancements to the required, minimum scope of services?

Evaluator's Point Total for Section C:

D. Tuition and Other Fees – 20 Percent

(Maximum Point Value for this Section –20 Points [100 Points x 20% = 20 Points])

Scale Rating 1: 20 where 1=lowest and 20=highest

- 1) Did the Offeror show comparability of proposed tuition rates and other fees to those of similar programs?

- 2) Were the proposed tuition rates and other fees reasonable?

- 3) Was the proposed annual budget for all center revenues and expenses reasonable?

Evaluator's Point Total for Section D:
