

**Town of Wytheville  
Child Care Center  
Request for Proposals  
January 20, 2012**

I. **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit sealed written proposals from qualified Child Care Providers (Providers) and, through a process of evaluating qualifications, enter into competitive negotiations to provide services at the Child Care Center located at the Wytheville Community Center, owned by the Town of Wytheville, a municipal corporation of the Commonwealth of Virginia and hereinafter referred to as the "Town."

II. **BACKGROUND**

A. A Child Care Center presently known as the Child Development Center was initiated as a joint project of the Wytheville Community College (WCC) and the Town. A Community Development Block Grant (CDBG) was obtained to assist with construction of the Child Care Center. Since its construction in 2007 as a part of the Wytheville Community Center, the Wytheville Community College has operated the Child Development Center, and utilized the facility to provide a learning laboratory for its students in its Early Childhood Development Curriculum.

After 5 years of successful operation, WCC has found that the low numbers of students in the curriculum no longer warrant the costs associated with the operation of the Child Development Center and the College will be ceasing the operation of the center at the end of June 2012. In order to meet its obligations under the CDBG, the Town seeks to contract with a private provider for Child Care Services in the facility to provide services beginning July 1, 2012.

The CDBG requires that *affirmative efforts be made* to achieve a benefit to Low to Middle Income (LMI) families at a rate of 51% of participating families.

- B. The Child Care Center consists of approximately 6,080 square feet, with 5 classrooms and support areas including offices, conference rooms, kitchen, laundry, storage areas, outdoor playground, etc. The WCC Child Development Center is currently licensed by the Commonwealth for up to 90 children, however, approximately 70 children are currently registered.
- C. Equipment, fixtures and furnishings presently at the center are owned by either the Town or WCC. All of the equipment, with the exception of

computers and security cameras will remain at the center for use by the provider as a part of the facility lease. This includes tables, chairs, desks, play structures, toys, carts, carriages, appliances, "smartpads," etc.

### III. **CHILD CARE PROVIDERS/CONTRACTORS PROPOSALS**

Interested providers of Child Care Services should prepare a proposal that shall adequately but concisely describe or address the provider's qualifications and the information requested in the following paragraphs. The Town's intent is to receive these proposals, evaluate and rank the proposals, and interview top ranked Providers. Following the interviews, the Town will enter into negotiations with the first ranked Provider. Negotiations will determine the lease amounts to be paid to the Town, confirm the capabilities of the provider, the types of services to be provided, and the provider's affirmative actions relative to LMI benefit to be provided. If, in the Town's opinion, a satisfactory lease and service and benefit contract cannot be negotiated with the first ranked provider, negotiations will be discontinued with the first ranked provider, and then negotiations shall be begun with the second ranked provider and so on until a contract satisfactory to the Town is obtained. The Town reserves the right to accept or reject any and all proposals and to waive informalities in the proposals when it is in the best interest of the Town to do so. The Town's intent is to award a contract to the largest lease amount that will provide the services required and take affirmative action to meet the LMI criteria.

A pre-proposal conference will be held on January 31, 2012, at 2:00 p.m. at the facility to answer questions about the proposal submittal, and to tour the facility. Attendance at the pre-proposal conference is strongly recommended, but not required.

All proposals shall be delivered to Office of the Town Manager, Wytheville Municipal Building, 150 East Monroe Street, Wytheville, VA 24382. All proposals shall be received no later than 5:00 pm February 16, 2012, or shall be postmarked no later than February 16, 2012. Three (3) copies of each proposal shall be submitted. Proposals shall respectively address each of the requested items in a brief and concise manner on plain paper bound by a single staple in the upper left corner so that they may be easily copied. Binders and other covers are discouraged. Each proposal shall have a cover sheet that shall state the name of the proposer, their status (sole proprietor, LLC, etc.), contact information, the provider's address, phone number, email, etc.

### IV. **QUALIFICATIONS AND CAPABILITIES OF THE CHILD CARE PROVIDER**

Providers shall include a statement of qualifications that shall concisely address each of the following:

- A. The provider's record of successful licensing and continual operation of a quality child care program at least eight hours per day, 5 days per week, with numbers of registered children at approximately the same level as has been operated by Wytheville Community College for the past 5 years.
- B. The provider shall demonstrate the ability to be licensed to the levels of children required, and the provider shall describe the type of programming proposed and the commitment to programming excellence for the child care service that meets all State requirements. The providers should indicate if the provider is willing to have independent "quality" evaluations and/or a voluntary rating system of the child care program on a regular, reoccurring basis.
- C. The provider shall address financial capacity and track record and ability to receive funding from the Department of Social Services, USDA and other sources. All sources that are intended to be used for funding supplements shall be named and described.
- D. The provider shall submit a detailed budget proposal for the operation of the Child Care Center that demonstrates the ability to pay for all associated costs including lease payments, rent, food, maintenance, cleaning and janitorial services, dumpster services, staffing, administration, accounting and payroll services, etc.
- E. The provider shall describe the commitment to the program quality, safety and protection of the children registered in the program.. Qualifications for staff shall be discussed including detailed information on background checks. While not a requirement, the provider shall note if they plan to consider hiring the present staff at the facility.
- F. The provider shall complete a detailed description of the program for the affirmative action that will be taken to meet the LMI goals as required by the CDBG discussed above.
- G. The Provider shall describe a commitment to sustaining the program for at least three years, renewable by mutual agreement for up to five additional years. The Provider shall acknowledge that no contracted program shall be discontinued or terminated without at least six months written notice to the Town. The Provider shall indicate the ability to begin operations July 1, 2012.
- H. The Provider shall discuss a commitment to continuing child care services to the families currently enrolled, and shall describe that plan relative to affirmative action to meet the LMI family benefit requirement by the CDBG.

V. **ADDITIONAL PROPOSAL REQUIREMENTS**

The Child Care Provider shall provide in the proposal the ability to meet the following requirements. The Provider shall indicate the ability to comply with these requirements or, if necessary, indicate that the extent to which the provider would deviate from the requirement. Each item shall be addressed respectively in the provider's proposal.

- A. The Provider shall indicate the amount of the monthly lease payment proposed to be made to the Town in dollars per month. The Provider should be aware that utilities are included in the use of lease of the facility and there is no separate metering for any of the utilities. Capability for telephone, cable TV, and internet services exists now but these services are not included in the lease, and, if upgrades or changes are necessary, they shall be included at the Provider's expense.
- B. The Provider shall acknowledge that in the performance of the work under and pursuant to this agreement, the Provider is an independent contractor, and shall furnish all workers, labor, tools, materials, supplies and movable furnishings necessary to operate the Child Care Center, exclusive of equipment, fixtures, and furnishings identified to be provided with the facility lease. Furthermore, the Town shall not have any supervision, direction, or control over the means or methods of the performance of the Provider's services under the contract and shall have only the right to inspect the facility to assure full and complete performance by the Provider under and pursuant to the agreement executed by the Town and Provider.
- C. The Provider shall acknowledge that it shall have the sole and exclusive privilege/responsibility of determining and establishing the fees to be charged for the Child Care Center services. The Provider shall provide in the proposal the schedule of fees proposed. The Provider shall acknowledge that, if selected, the Provider will clearly post in a conspicuous place, a listing of all services provided and the fee for each service.
- D. The Child Care Provider shall acknowledge that it will comply with all the requirements and regulations of the Commonwealth of Virginia and its regulatory agencies to be a licensed child care center.

- E. The Child Care Provider shall describe in the proposal how all administrators, instructors and staff members of the Child Care Center staff will meet the certification requirements required by the Department of Social Services Licensing Division.
- F. The Child Care Provider shall describe the curriculum to be used and shall discuss this curriculum in the proposal.
- G. The Child Care Provider shall provide meals and snacks which are nutritious and meet all licensing requirements. The Provider shall describe how they will meet Health Department and other requirements in the proposal.
- H. The Child Care Provider shall include a statement in the proposal that indicates the Provider understands that the hours of operation of the Child Care Center shall be a minimum of 7:30 a.m. to 5:30 p.m., Monday through Friday. If it is the Provider's intent to provide longer hours or more services, this shall also be addressed in this section of the proposal.
- I. The Child Care Provider shall indicate in the proposal the schedule of when the facility will be closed for holidays. The Provider shall also describe the policy regarding when the facility will be closed because of inclement weather or other emergency situations and how notice will be given in the event of closure.
- J. The Child Care Provider shall indicate the understanding that the Center will be allowed to operate under a trade name subject to the approval of the Town (approval will not be unreasonably withheld). The Provider shall indicate the understanding that the Provider shall not represent, expressly or implied, that it is an agency of the Town, or acts on behalf of the Town and , that the Provider shall make all contracts in its own name and will be responsible for purchases made by it. The Provider shall not use the Town's name on any purchase orders or invoices.
- K. The Child Care Provider shall indicate the understanding that the Town shall have the right of prior approval of any and all signs, posters, or other advertisements placed at the facility or on the Community Center premises. The Town reserves the right to approve any installation of equipment, or alteration of the facility prior including any taping, stapling, nailing or tacking or fastening to the walls of the facility.
- L. The Child Care Provider shall acknowledge that the Town reserves the right to examine any or all records maintained by the Child Care

Center, and includes, but is not limited to, fees collected, invoices, operating statements, balance sheets and receivables.

- M. The Provider shall indicate in the proposal the understanding that the Town shall provide the Child Care Center facility consisting of approximately 6080 square feet, and cost and responsibilities shall be borne by the contractor and the Town as indicated below.

	<u>Contractor</u>		<u>Town</u>
<b>Facilities and Fixtures:</b>			
Physical plant			X
Fixed operating fixtures			X
Office furniture	X	(excluding presently available)	
Child classroom furniture	X	“	
Adult classroom furniture	X	“	
Special displays	X	“	
<b>Maintenance and Repair:</b>			
Physical plant			X
Exterior areas			X(except dumpster)
Fixed operating fixtures	X		
Interior areas	X		
Adult classroom area	X		
<b>Fiscal Administration:</b>			
Collection of fees	X		
Ordering and processing payment	X		
<b>Other:</b>			
Reconciliation of all accounts	X		
Preparation of financial reports	X		
Custodial (interior)	X		
Trash collection	X		
Daily trash removal	X		
Parking lot trash containers only			X
<b>Utilities and Basic Service:</b>			
Electricity/lights			X
Water and sewer			X
Heat and A/C			X
Fax services	X		
Telephones	X		

	<u>Contractor</u>	<u>Town</u>
Mail messenger (USPS)	X	
Parcel pick-up and delivery	X	

Insurance Coverage:

Building (physical plant)		X
Basic fixtures		X
All merchandise and property	X	
General liability	X	
Premises liability		
Professional liability	X	
All employee coverage	X	
Workers' Compensation	X	

- N. A statement that the Provider understands the following: That the Provider shall maintain the Child Care Center space in a clean, safe and functional condition and return it to the Town upon contract completion in the same or better condition as received, normal wear excluded. A joint inspection of the space shall be made by the Town and the Provider prior to commencement of operations. A similar inspection shall be made at any announced time during the contract and at contract termination to determine Provider liability for damages. The Provider shall be responsible for repair, replacement, or special maintenance caused by the negligence of its personnel or the provider's operations, and there shall not be alterations to the facility that have not been approved by the Town.
- O. The Provider shall indicate the ability to maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them in sufficient numbers for the efficient and lawful operation of a Child Care Center. The Provider shall indicate that all policies and procedures shall comply with all applicable State and Federal Laws.
- P. The Provider shall indicate the ability to comply with all local, state and federal laws and regulations relating to the operation of a Child Care Center.
- Q. The Provider shall indicate the understanding that the Provider shall have the primary responsibility for physical security of the facility and its contents, including fire protection, and shall be liable for any casualty loss due to the negligence of its employees.

- R. The Provider shall indicate the understanding that Insurance in the following minimum amounts shall be maintained:

Liability: \$1,000,000 per Occurrence  
Professional Liability \$1,000,000  
Workers Compensation: Statutory  
Automobile Liability: \$1,000,000  
Aggregate: \$2,000,000

- S. The Provider shall indicate the understanding of the responsibility for resolving complaints made by clients/customers and shall discuss the process for resolution of complaints.
- T. Provider understands that the Provider *shall* be required to make available the following reports to the Town:
1. Monthly Operating Statement - Within twenty (20) calendar days following conclusion of the previous month's operations, the contractor shall furnish monthly reports to the Town, listing fees collected for the month, expenses, etc. with a summary of general financial performance for the month.
  2. Annual Operating Statement - Within twenty (20) calendar days following the end of the fiscal year (i.e., June 30), summarizing all operations between July 1 and June 30. This statement will be in the same basic format as the Monthly Statement. A summary of each year of the contract on one statement will also be required.
- U. The Provider shall include a statement that the Child Care Provider understands that it shall make all arrangements for delivery, unloading, receiving and storing supplies, and that the Town shall not assume responsibility for receiving, delivering, storage and shipments of supplies made directly to the Child Care Center, and the Provider shall not use the Town's address for such deliveries.
- V. The Provider shall indicate in the proposal the payment policies and shall indicate payment options, such as cash, personal check, *credit card*, or bona fide billings to third party companies or agencies.
- W. A statement that the Child Care Provider acknowledges that the Town will reserve the right to enter the facility for emergency maintenance and other emergency situations.

## **ATTACHMENTS**

Included for the Providers use are the following documents:

1. An architectural plan of the facility.
2. The 2011 LMI income limits chart.

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## 2011 LMI Income Limits

Locality	2011 Median	LMI Limit (80% of median)							
		1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Orange County	\$ 65,600	\$ 36,750	\$ 42,000	\$ 47,250	\$ 52,500	\$ 56,700	\$ 60,900	\$ 65,100	\$ 69,300
Page County	\$ 54,100	\$ 30,350	\$ 34,650	\$ 39,000	\$ 43,300	\$ 46,800	\$ 50,250	\$ 53,700	\$ 57,200
Patrick County	\$ 43,200	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,500	\$ 44,850	\$ 48,150	\$ 51,500	\$ 54,800
Prince Edward County	\$ 52,000	\$ 29,150	\$ 33,300	\$ 37,450	\$ 41,600	\$ 44,950	\$ 48,300	\$ 51,600	\$ 54,950
Rappahannock County	\$ 73,300	\$ 41,100	\$ 46,950	\$ 52,800	\$ 58,650	\$ 63,350	\$ 68,050	\$ 72,750	\$ 77,450
Richmond County	\$ 58,100	\$ 32,550	\$ 37,200	\$ 41,850	\$ 46,500	\$ 50,250	\$ 53,950	\$ 57,700	\$ 61,400
Russell County	\$ 44,500	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,500	\$ 44,850	\$ 48,150	\$ 51,500	\$ 54,800
Shenandoah County	\$ 63,400	\$ 35,500	\$ 40,600	\$ 45,650	\$ 50,700	\$ 54,800	\$ 58,850	\$ 62,900	\$ 66,950
Smyth County	\$ 46,600	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,500	\$ 44,850	\$ 48,150	\$ 51,500	\$ 54,800
Tazewell County	\$ 46,400	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,500	\$ 44,850	\$ 48,150	\$ 51,500	\$ 54,800
Westmoreland County	\$ 62,500	\$ 33,250	\$ 38,000	\$ 42,750	\$ 47,450	\$ 51,250	\$ 55,050	\$ 58,850	\$ 62,650
Wythe County	\$ 51,000	\$ 29,300	\$ 33,500	\$ 37,700	\$ 41,850	\$ 45,200	\$ 48,550	\$ 51,900	\$ 55,250

### Alleghany County-Clifton Forge city-Covington city, VA HUD Nonmetro FMR Area

Alleghany County	\$ 52,500	\$ 29,400	\$ 33,600	\$ 37,800	\$ 42,000	\$ 45,400	\$ 48,750	\$ 52,100	\$ 55,450
Covington City	\$ 52,500	\$ 29,400	\$ 33,600	\$ 37,800	\$ 42,000	\$ 45,400	\$ 48,750	\$ 52,100	\$ 55,450

### Augusta County-Staunton city-Waynesboro city, VA HUD Nonmetro FMR Area

Augusta County	\$ 59,000	\$ 33,050	\$ 37,800	\$ 42,500	\$ 47,200	\$ 51,000	\$ 54,800	\$ 58,550	\$ 62,350
Staunton city	\$ 59,000	\$ 33,050	\$ 37,800	\$ 42,500	\$ 47,200	\$ 51,000	\$ 54,800	\$ 58,550	\$ 62,350
Waynesboro city	\$ 59,000	\$ 33,050	\$ 37,800	\$ 42,500	\$ 47,200	\$ 51,000	\$ 54,800	\$ 58,550	\$ 62,350

### Blacksburg-Christiansburg-Radford, VA HUD Metro FMR Area

Montgomery County	\$ 67,400	\$ 37,750	\$ 43,150	\$ 48,550	\$ 53,900	\$ 58,250	\$ 62,550	\$ 66,850	\$ 71,150
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