

REQUEST FOR QUALIFICATIONS (RFQ)

CHILDCARE CENTER OPERATOR AND CHILDCARE SERVICES PROVIDER  
TOWN OF JACKSON, WYOMING

Requested By: Town of Jackson, Wyoming

Proposal Due Date: By **4:00pm Mountain Standard Time on May 31, 2022**

Proposal Submission: Town of Jackson, Wyoming  
C/O: Roxanne Robinson, Assistant Town Manager  
150 Pearl Avenue  
P.O. Box 1687  
Jackson, WY 83001  
Proposals shall be submitted in .pdf format **via email ONLY**.

Proposal Available From: Proposal packages are available to download from [www.townofjackson.gov](http://www.townofjackson.gov) or by contacting the Assistant Town Manager at [rrobinson@jacksonwy.gov](mailto:rrobinson@jacksonwy.gov).

Contact & Question Submission: Roxanne Robinson, Assistant Town Manager  
[rrobinson@jacksonwy.gov](mailto:rrobinson@jacksonwy.gov)  
(307) 733-3932 x 1107

Addenda: Any addenda will be available to download from [www.townofjackson.gov](http://www.townofjackson.gov) or by contacting the Assistant Town Manager at [rrobinson@jacksonwy.gov](mailto:rrobinson@jacksonwy.gov). Proposer is responsible for checking the website for addenda until the proposal closing date.

The Town reserves the right to **reject any or all bids submitted**, in whole or part, and to waive any informalities.

BY ORDER OF TOWN OF JACKSON

**BACKGROUND**

The Town of Jackson (“Town”) is requesting qualifications (“RFQ”) for a party (“Vendor”) to operate and manage a childcare center and to provide childcare services in the Town owned Si Ferrin Building located at 145 East Pearl Avenue Jackson, Wyoming (“Facility”) pursuant to a lease agreement. The childcare services will be provided in the Facility to children of Town employees, Town officials, and other identified groups pursuant to a lease agreement. The Vendor shall have the experience to furnish age and developmentally appropriate childcare, as well as possess the capability to cater to a variety of childcare programs that will promote and support a safe and solid learning environment for children of all ages. The Town envisions a partnership with a Vendor who will offer an enriching curriculum, and a safe and secure environment where the children are able to engage in activities that develop their social, emotional, physical, and intellectual needs.

**CHILDCARE CENTER OPERATIONS**

**A. Childcare Services to be Performed**

The Vendor will provide daily childcare services during regular business hours and evening childcare services during regular and special Town Council Meetings. The specifics for each of these childcare services are the following:

Daily Childcare Services

*Children Eligible for this Service* – listed in order of preference, children whose caregiver (defined for these purposes as an adult with a legal or familial relation to the child) is:

1. A Town employee.
2. The mayor or a Town councilmember.
3. An employee of the Vendor.
4. A joint department employee.
5. A member of the Planning Commission.
6. A member of the Design Review Committee.
7. A member of the Equity Task Force.
8. An employee of a health and human service organization that receives funding from the Town.

*Rates* – the Vendor shall offer daily childcare services at a yearly rate that shall not exceed the amounts set forth in the tables below. Rates are subject to a yearly review and written approval by the Town.

**Infants and Young Toddlers**

Schedule	Monthly Rate: 9hrs
Full-Time (5 days)	\$1,530
Part-Time (3 days)	\$1000
2 days	\$700

**Older Toddlers and Preschool**

Schedule	Monthly Rate: 9hrs
Full-Time (5 days)	\$1,350
Part-Time (3 days)	\$880
2 days	\$620

For those in a monthly plan less than full-time that need an extra day of care, the Vendor shall offer a drop-in service at a rate of \$80.00 per child/per day (for all ages).

**Party Responsible for Payment** – the child’s caregiver.

**Hours of Operation** – the Facility shall be open weekdays, Town recognized holidays excluded, for daily childcare services from 7:45 a.m. to 5:15 p.m.

### **Evening Childcare Services**

**Children Eligible for this Service** – children whose caregiver is attending a Town Council meeting, and only during the time the caregiver is at the Town Council meeting, which will include members of the public, Town employees, the mayor and members of Town Council, and those appearing, along with any of their representatives, before the Town Council for an item on the meeting agenda. Children of the Vendor and their employees are also eligible for evening childcare services.

**Rates** – the Vendor shall offer evening childcare services at a rate of \$80.00 per child.

**Party Responsible for Payment** – the Town of Jackson.

**Hours of Operation** – the Facility shall be open for evening childcare services from 5:45 p.m. to 7:00 p.m. during regular Town Council meetings, which generally occur on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month. The Vendor will have advanced notice of the number of children that will be present for each Evening Meeting. Any additional evening childcare services shall be scheduled 30 days in advance with the Vendor. Please note, depending on review of participation, this service may be discontinued at Council discretion.

### **B. Facility**

The Facility is the Si Ferrin Building located at 145 East Pearl Avenue Jackson, Wyoming. The building is composed of two individual wings – an east and west wing – that are separated from one another. The Facility will initially operate only in the east wing and can have a maximum of ten children in that wing, but will expand to the entire Facility within less than one year. There is an apartment in the upstairs portion of the building that will not be included in the Facility Lease to the Vendor. There are storage units in the basement of the building that will not be included in the Facility Lease to the Vendor. Because the Facility is shared with other uses, parking shall only be in spaces designated by the Town for employee parking and drop off/pick up for caregivers.

Located in each respective wing of the building is a restroom and a kitchen. The Vendor shall be responsible for providing and maintaining any kitchen smallware and other equipment required by their operation. The Facility also has a small adjoining, fenced outside area to which the Vendor will have access for its operations.

### **C. Licensing Requirements**

The Vendor shall be a licensed childcare facility through the State of Wyoming and will be required to stay in compliance with such licensure during the term of their lease agreement. The licensure will dictate the capacity of the Facility and of the Vendor’s daycare services.

### **D. Vendor’s Employee Requirements**

The Vendor shall be responsible for the employment of the staff for the childcare services, which will include the obligation to hire, pay, and manage the staff. The Vendor and the staff will not be considered employees of the Town for any purposes. As part of their lease agreement with the Town, the Vendor will be required to pay their employees a living wage that shall be no less than \$15.00. This is a required **minimum wage** and is subject to a yearly review and approval by the Town. The Vendor and their employees will be required to undergo any background checks conducted and required by the State licensing agency.

## **GENERAL TERMS AND CONDITIONS**

### **A. Term**

The term of the lease agreement will be five (5) years. The term may be extended for an additional term upon mutual agreement between the Vendor and the Town.

### **B. Rent Amount**

The rent shall be \$10.00 a month.

### **C. Assignment and Sublease**

The lease agreement may not be assigned or subleased, neither in whole or in part, without the prior written consent of the Town, which may be granted or withheld in the Town's discretion.

### **D. Insurance**

At minimum, the Vendor shall maintain a Worker's Compensation insurance policy in compliance with state law covering all employees and subcontractors of the Vendor; a comprehensive general liability insurance policy in the amount of \$2,000,000 will also be required of the Vendor; and all insurance policies of the Vendor shall name the Town as an additional insured.

### **E. Maintenance**

The Town will be responsible for routine maintenance of the plumbing system, heating, ventilation and air condition system, structural components, and the building exterior of the Facility. The Vendor, at minimum, shall be responsible for paying for repairs for any damage for which they are at fault and minor, routine repairs.

### **F. Janitorial Service**

The Vendor shall be responsible for the janitorial cleaning of the Facility. The Town shall be responsible for exterior paint, stain, snow removal, lawn mowing and watering, and site maintenance. The Vendor shall be responsible for housekeeping maintenance and to keep the kitchen, childcare areas, food preparation and serving areas clean, sanitary, and free from refuse and debris at all times and in compliance with health department food service standards and their State licensing requirements.

### **G. Utilities**

The Town will provide sewer, water, gas, electrical services, internet, and telephone services. The Town is committed to energy conservation and water conservation. The Vendor shall be expected to cooperate with reasonable energy and water conservation practices.

### **H. Alterations**

Any alterations to the Facility shall be done at the expense of the Vendor and with prior written consent of the Town.

### **I. Financial Objectives**

The Town's objective is to select a Vendor with the financial capability to operate the childcare center with no Town subsidy, other than rental amount, utilities, site maintenance, and major maintenance. The Vendor must have the demonstrated ability to operate a childcare center and must have the financial and employee capacity to ensure uninterrupted service to the children and caregivers who use this service.

## **PERFORMANCE STANDARDS**

### **A. Minimum Performance Standards**

The Vendor is expected to meet the following minimum performance standards: ensure each child receives an individual program based on their needs; ensure the Facility is clean and sanitary at all times; employ a staff of

cordial and qualified individuals; ensure the environment and equipment is maintained in a manner conducive to the children's health, safety, comfort, and developmental needs; and provide a pleasant and attractive environment for the people they serve.

#### **B. Customer Service Surveys**

The Vendor shall conduct ongoing customer service surveys and report the results to the Town on an annual basis. In an annual meeting the Town staff, the Vendor shall demonstrate that any concerns from the surveys have been addressed. The Vendor shall make every effort to ensure the minimum performance standards are met.

#### **C. Town Access**

A Town representative shall always have full access to the childcare center for scheduled and unscheduled visits to inspect the Facility.

### **QUALIFICATIONS INFORMATION AND REQUIREMENTS**

#### **A. Proposal Requirements**

Interested parties shall submit a proposal to be considered for the award of this lease agreement from the Town. The proposal shall include all the information requested in order to be considered and all proposals shall contain detailed information. Proposals will be evaluated by a selection committee using the criteria set forth in the Evaluation Criteria section. The following information must be provided:

1. Cover Letter
2. Outline of Experience
  - a. Experience with childcare centers and providing similar childcare services.
  - b. Experience with past childcare facilities.
  - c. Customer service experience.
  - d. Experience with State licensing system.
  - e. Related trainings and certifications.
3. Outline of Operations
  - a. A business plan with pricing.
  - b. Approach to provide and achieve the requested services.
  - c. List of programs and activities to be offered through the services.
  - d. Statement of how the Facility will be utilized for the childcare center and services.
4. Team Members
  - a. List of identified team members and qualifications.
5. References
  - a. At least three (3) references that address past and present childcare center and services experience.
6. Statement of Financial Capabilities
  - a. Experience in bookkeeping and auditing financial data related to childcare operations.
  - b. Experience and demonstrated ability to pay salaries at the living wage required and operate the Facility at the maximum yearly rates allowed.
  - c. Projected financial investments that will be made in the childcare center and services.
7. Schedule
  - a. Projected timeline for the opening of the childcare center and for services to start.

#### **B. Deadlines**

RFQ submissions must be received by the Town by 4:00pm Mountain Standard Time on May 31, 2022. Proposals must be provided in .pdf format via email to rrobinson@jacksonwy.gov. The Town cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

#### **C. Communications and Tour of Facility**

Requests for additional information or a tour of the Facility can be requested at any time. Such requests must be in writing via email and submitted to rrobinson@jacksonwy.gov.

#### **D. Process and Timeline for Selection**

A selection committee will review the RFQs. The committee may select prospective Vendors for further consideration or may directly select and negotiate with the leading candidate. If more than one Vendor is considered, then interviews may be conducted, or additional information requested. The schedule is contingent upon the Town's project schedule and may be changed at any time. The selection process will proceed on the following anticipated schedule:

##### **May 10, 2022 – RFQ re-released**

**May 31, 2022 4:00pm Mountain Standard Time – Deadline for RFQ submittal**  
via email to rrobinson@jacksonwy.gov.

##### **June 21, 2022 – Deadline review and selection of candidates**

The selection committee will select candidate(s) from submittals received. This process will include review of submittals, references, and other information as necessary. The Town may conduct interviews with potential candidates if applicable. In making this selection, the Town reserves the right to request from any responding party to clarify its submission or to supply any additional material deemed necessary to assist in the evaluation of the submission within the timeline requested by the Town. The Town reserves the right to award the lease agreement to the responding entity or entities which best meets the needs and interests of the Town or to reject all proposals. The Town further reserves the right to make multiple lease agreement awards and to make a selection without conducting interviews.

##### **July 5, 2022 – Award of Lease agreement and negotiations**

The Town will attempt to negotiate a satisfactory lease agreement with a preferred Vendor. If the Town determines, at its sole discretion, that the negotiation is not proceeding satisfactorily, the Town may terminate negotiation with the preferred Vendor and begin negotiations with another candidate.

##### **TBD – Commencement of services**

The desired opening and start date for the childcare center and services is summer 2022, but ultimately will be established in conjunction with the selected Vendor. Interested parties should be advised that project timeline and schedule will be considered as part of the review and evaluation process.

#### **E. Evaluation Criteria**

Proposals will be evaluated by the selection committee using the following criteria:

1. Experience – 20%
  - a. Vendor experience and proven ability to operate and manage a successful daycare center
  - b. Vendor experience in managing childcare facilities of similar size and amenities.
  - c. Vendor customer service experience
  - d. Vendor history with and compliance with licensing standards and Department of Family Services
  - e. Vendor training and certifications above and beyond state minimums
2. Operations – 15%
  - a. Vendor business plan viability
  - b. Match between proposal and the requirements and services to be performed
  - c. Programs and activities proposed to be provided as part of the services.
3. Qualifications of the Team Members – 20%
  - a. Qualification of identified team members.

- b. Experience of the identified team members with respect to similar services
- 4. References – 20%
  - a. Strength and relevance of references provided
- 5. Financial Capability – 15%
  - a. Demonstrated financial stability and likelihood of long-term success
  - b. Vendor experience in bookkeeping and auditing financial data related to childcare operations
  - c. Demonstrated ability to pay salaries at the living wage required and operate the Facility at the maximum yearly rates allowed
  - d. Any planned investment in the Facility and services
  - e. Dollar amount (if any) the Town would be required to invest to implement their business plan
- 6. Schedule – 10%
  - a. Projected timeline for the opening of the childcare center and for services to start

#### **F. Reservation of Rights**

The Town reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- Reject any and all proposals received
- Select a proposal for contract negotiation other than the one with the lowest cost
- Negotiate any aspect of the proposal with any party
- Terminate negotiations and select the next most responsive proposal for contract negotiation
- Terminate negotiations and prepare and release a new RFQ
- Terminate negotiations and take such other action as deemed appropriate.

#### **G. Records**

The Town is subject to the Wyoming Public Records Act (Wyoming Statutes 16-4-201 through 205). Any proposals submitted hereunder may be subject to disclosure by the Town pursuant to the Wyoming Public Records Act.

#### **H. Withdrawal**

The Town reserves the right to withdraw this RFQ at any time without prior notice.

#### **I. Non-Binding Agreement**

The provisions outlined herein are non-binding. A binding agreement will not be created until and unless the lease contemplated herein is fully executed by the selected Vendor. The Town is not bound by the terms of any lease until it has been fully executed by the authorized parties.