

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-2022A
ISSUANCE OF A REQUEST FOR)
PROPOSALS FOR AN OPERATOR FOR) Introduced by Rena Cusma,
METROKIDS CHILD DEVELOPMENT CENTER) Executive Officer
AND TO AUTHORIZE EXECUTION OF A)
CONTRACT WITH THE SELECTED)
OPERATOR)

WHEREAS, The Metro Regional Center includes an on-site childcare facility known as MetroKids which serves both families who are Metro employees and the general public; and

WHEREAS, MetroKids is currently operating at capacity and has an extensive waiting list; and

WHEREAS, A Request for Proposals (RFP) for a new Center operator has been prepared by Metro staff and is attached as Exhibit A; and

WHEREAS, the proposed contract commits Metro to expenditures not otherwise provided for in the current fiscal year budget (a multi-year contract), for services and therefore requires Contract Review Board approval prior to execution; now, therefore;

BE IT RESOLVED, that the Metro Council:

1. Terminates Contract No. 903077 in accordance with Section 12 of that contract, which termination shall be effective 90 days from the adoption of this resolution.

2. Authorizes the issuance of the RFP attached as Exhibit A and authorizes the Executive Officer to execute a contract which is substantially similar to the contract contained in the RFP, including the Scope of Work, with the selected operator.

ADOPTED by the Metro Council this 11th day of August, 1994.


Ed Washington, Deputy Presiding Officer

FINANCE COMMITTEE REPORT

RESOLUTION NO. 94-2022A, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR AN OPERATOR FOR METROKIDS CHILD DEVELOPMENT CENTER AND TO AUTHORIZE EXECUTION OF A CONTRACT WITH THE SELECTED OPERATOR

Date: August 11, 1994

Presented by: Councilor McLain

COMMITTEE RECOMMENDATION: At its August 10, 1994 meeting the Finance Committee voted 5-0 to recommend Council adoption of Resolution No. 94-2022A. Voting in favor were Councilors Monroe, Gardner, Kvistad, McLain, and Washington.

COMMITTEE DISCUSSION/ISSUES: Principal Analyst Berit Stevenson presented the staff report. She said Metro's annual review of the current operator of the MetroKids child care facility began in April by the committee described in the written staff report. The committee recommended terminating the contract with the current provider, the northeast branch of the YMCA. Ms. Stevenson said a survey of parents showed satisfaction with the program, and current staff members should be retained if possible. She said the principal reasons for recommending termination of the contract were financial, as the YMCA was proposing tuition increases of \$65 per month per child.

Councilor McLain said the Finance Committee should be comfortable with this decision. She said the staff has done very good work in analyzing the data, and has put together a time line to have a new provider in 90 days which should be workable and provide a smooth transition.

Councilor Kvistad asked if there is a Metro subsidy to the facility. Ms. Stevenson said Metro provides the space and utilities without charge, and all other costs are borne by parents through tuition charges. Councilor Kvistad asked what the value of the space is. Ms. Stevenson said the direct cost of the space is \$4.38 per square foot.

Councilor Gardner asked if the existing operator would be permitted to submit a proposal in response to the new RFP. Ms. Stevenson said they would be permitted, but did not think they would do so. Ms. Stevenson said a new operator would probably suggest a fee increase, but she hoped it would not be at the level proposed by the YMCA.

Councilor Gardner referred to an August 9 memo from Don Carlson and Casey Short which suggested amending the resolution to have the Council terminate the contract. Councilor Gardner said the arguments in the memo were persuasive, and he moved the resolution with the suggested amendments. Councilor Monroe agreed the amendments were needed and were supported by the Council's outside counsel, Mr. Gary.



METRO

DATE: August 9, 1994

TO: Finance Committee

FROM: Casey Short, Council Analyst
Donald E. Carlson, Council Administrator
De/ces

RE: Resolution No. 94-2022

Resolution No. 94-2022 would authorize release of a Request for Proposals for a new operator of the MetroKids on-site child care facility at Metro Regional Center, and would further authorize the Executive Officer to execute a contract with the new provider following selection through the RFP process. This memo will not address any issues surrounding the substance of the proposal to replace contractors, rather it focuses on issues of authority to terminate the contract.

Contract No. 903077 (attached) contains a termination clause as follows (Section 12):

Termination. (a). This Agreement may be terminated by mutual consent of the parties. (b). In addition, Metro or Contractor may terminate this Agreement for cause by giving five days' prior written notice of intent to terminate. . . . (c). Either party may terminate this agreement without cause by giving the other party 90 days written notice of intent to terminate. . . .

Upon the advice of the Council's outside attorney, we have drafted an "A" version of the resolution which provides for the Council to terminate the agreement and clarify that it is the Council which retains the authority to act for Metro in this regard. The justification for doing so is as follows:

1. The original contract required Council approval, under the provisions of Metro Code section 2.04.033 (a) (1).
2. The Council delegated its authority to execute the contract, under the provisions of Metro Code section 2.04.033 (b).
3. The contract does not specify who, within Metro, has authority to terminate the contract.
4. The Council has not delegated its authority to terminate this contract, and therefore retains the authority to act in this

regard under the provisions of the 1992 Metro Charter and the Metro Code.

If the Finance Committee and subsequently the full Council agree with the substance of Resolution No. 94-2022, to replace the current operator of the on-site child care facility, it is your staff's recommendation that you incorporate the amendments in the "A" version of the resolution. This would provide clarity for all concerned, including the current operator, that the contract is being terminated in accordance with the proper authorities.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-2022A
ISSUANCE OF A REQUEST FOR)
PROPOSALS FOR AN OPERATOR FOR) Introduced by Rena Cusma,
METROKIDS CHILD DEVELOPMENT CENTER) Executive Officer
AND TO AUTHORIZE EXECUTION OF A)
CONTRACT WITH THE SELECTED)
OPERATOR)

WHEREAS, The Metro Regional Center includes an on-site childcare facility known as MetroKids which serves both families who are Metro employees and the general public; and

WHEREAS, MetroKids is currently operating at capacity and has an extensive waiting list; and

WHEREAS, A Request for Proposals (RFP) for a new Center operator has been prepared by Metro staff and is attached as Exhibit A; and

WHEREAS, the proposed contract ~~is~~ commits Metro to expenditures not otherwise provided for in the current fiscal year budget (a multi-year contract), ~~for services and~~ therefore requires Contract Review Board approval prior to ~~issuance~~ execution; now, therefore;

BE IT RESOLVED, that the Metro ~~Contract-Review-Board~~ Council:

1. Terminates Contract No. 903077 in accordance with Section 12 of that contract, which termination shall be effective 90 days from the adoption of this resolution.

2. Authorizes the issuance of the RFP attached as Exhibit A and authorizes ~~the~~ Executive Officer to execute a contract which is substantially similar to the contract contained in the RFP, including the Scope of Work, with the selected operator.

ADOPTED by the Metro Council this ____ day of August, 1994.

Judy Wyers, Presiding Officer
Ed Washington, Deputy

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 600 NE Grand Avenue, Portland, OR 97232-2736, and The YMCA of Columbia Willamette, referred to herein as "Contractor," located at 620 SW 5th Avenue, Suite 410, Portland, Oregon 97204.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective March 1, 1993, and shall remain in effect until and including February 28, 1998, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A--Scope of Work," which is incorporated into this Agreement by reference, and the written proposal submitted by Contractor and dated December 11, 1992, including any written clarifications or additions thereto. In the case of contradictory terms between the Proposal and the Scope of Work, the Scope of Work shall prevail.
3. Payment. Participants will pay the Contractor for services, either through a Metro employee deduction or by personal payment for services performed and materials delivered in the maximum sum as set forth in the approved rate schedule in the manner and at the time specified by the individual child's contract.
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance specifically covering childcare operations. In addition, such insurance shall cover personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation. A copy of the entire policy shall be provided to Metro prior to commencement of operations.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with the childcare operation and its performance of this Agreement.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years.
7. Ownership of Documents. All documents of any nature, except for Contractor's copyrighted YMCA logo, including but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545-279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
11. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party.
12. Termination. (a). This Agreement may be terminated by mutual consent of the parties. (b). In addition, Metro or Contractor may terminate this Agreement for cause by giving five days' prior written notice of intent to terminate, without waiving any claims or remedies it may have. For the purpose of this section "for cause" means any breach of this agreement provided that the party alleged to be in breach shall have received written notice of the breach and has failed to remedy the deficiency within 10 days of the receipt of the notice. (c). Either party may terminate this agreement without cause by giving

the other party 90 days written notice of intent to terminate. (d). Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

- 13. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.
- 14. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

By: JW Balan
Title: President/CEO
Date: 5/20/93

METRO

By: [Signature]
Title: Director, RF
Date: 27 May 93

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)
THE ISSUANCE OF THE REQUEST FOR)
PROPOSALS FOR THE OPERATOR OF)
METRO'S ON-SITE CHILDCARE FACILITY)
TO BE LOCATED IN THE HEADQUARTERS)
BUILDING)

RESOLUTION NO. 92-1694

Introduced by Rena Cusma
Executive Officer

WHEREAS, the Headquarters Project has included the design and construction of a 6,400 square foot space which will become a Childcare Center; and

WHEREAS, the Childcare Center will accommodate at least 50 children, ranging in age from six weeks to six years and will be utilized by both Metro employed parents and parents from the surrounding neighborhood; and

WHEREAS, a Requests for Proposals (RFP) for an Operator for the Childcare Center has been prepared by Metro staff in conjunction with Metro's Childcare Consultant and is attached as Exhibit "A"; and

WHEREAS, the RFP contemplates a multi-year contract which has been designated an "A" list contract, thereby requiring Metro Council authorization prior to issuance; now therefore,

BE IT RESOLVED, that the Council hereby authorizes the issuance of the RFP for an Operator of the Metro Childcare Center and authorizes Executive Officer to enter into a contract with the selected Operator.

ADOPTED by the Council of the Metropolitan Service District this 22nd day of October, 1992.


Jim Gardner
Presiding Officer

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NUMBER 94-2022 WHICH AUTHORIZES THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR AN OPERATOR OF METRO'S ON-SITE CHILDCARE FACILITY

Date: August 5, 1994

Presented by: Berit Stevenson

FACTUAL BACKGROUND AND ANALYSIS

The northeast branch of the YMCA is the current contracted operator of MetroKids, the on-site childcare facility located in the Metro Regional Center. They were selected in April 1993 through a competitive proposal process and have been operating the Center since June 1993. MetroKids currently serves 56 families, 17 of which are Metro or MERC employees.

The YMCA contract has a five year term and provides for an annual contract review period. In April of this year, a contract review committee comprised of Dick Engstrom, Councilor Susan McClain, Roberta Reckon, the Executive Director of Fruit and Flower Child Development Center, all three of whom were on the original selection panel, and Doug Butler, Director of General Services was convened. An extensive contract review process was undertaken. A survey of all parents, past and present, was performed. Numerous meetings with key YMCA staff and site visits occurred. Parents were interviewed and proposed operating budgets reviewed.

Upon completion of the contract review process, the committee recommended that the termination clause contained in the contract be exercised and that a new operator be sought. The committee felt strongly that the transition from the YMCA to a new operator should be conducted in a manner to minimize disruption to the on-going operations at MetroKids. Specifically, the committee felt that the Center's existing staff should be maintained as much as practicable; that a representative from the parents should be involved in the selection of a new operator and that the transition from one operator to another occur without a lapse in operations.

The current YMCA contract provides that either party may terminate the contract without cause by providing 90 days written notice of such intent to terminate. The Executive Officer expects to issue such notice on Metro's behalf simultaneous with the authorization of Resolution No. 94-2022 which seeks Metro Council approval for issuance of a Request for Proposals for a new MetroKids operator. A copy of the Request for Proposals has been attached as Exhibit A.

Metro staff intend to complete the competitive selection process and have a new operator selected and ready to commence operations within the 90 day transition period. The selection committee will include the members of the contract review committee and, in addition, a parent representative.

BUDGET IMPACT

A switch in operators will have no budget impact. Apart from Metro's contribution of the space, MetroKids is totally supported by tuition fees paid by parents.

RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 94-2022.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)
ISSUANCE OF A REQUEST FOR)
PROPOSALS FOR AN OPERATOR)
FOR METROKIDS CHILD)
DEVELOPMENT CENTER AND TO)
AUTHORIZE EXECUTION OF A)
CONTRACT WITH THE SELECTED)
OPERATOR)

RESOLUTION NO. 94 - 2022

Introduced by
Rena Cusma
Executive Officer

WHEREAS, The Metro Regional Center includes an on-site childcare facility known as MetroKids which serves both families who are Metro employees and the general public; and

WHEREAS, MetroKids is currently operating at capacity and has an extensive waiting list; and

WHEREAS, MetroKids is operated independently by a contractor who manages the Center and provides childcare services; and

WHEREAS, A Request for Proposals (RFP) for a new Center operator has been prepared by Metro staff and is attached as Exhibit A;

WHEREAS, the proposed contract is a multi-year contract for services and therefore requires Contract Board approval prior to issuance; now, therefore;

BE IT RESOLVED, that the Metro Contract Review Board authorizes the issuance of the RFP attached as Exhibit A and authorizes Executive Officer to execute a contract which is substantially similar to the contract contained in the RFP with the selected operator.

ADOPTED by the Metro Council this _____ day of August, 1994.

Judy Wyers
Presiding Officer

EXHIBIT A

Request For Proposals
for
MetroKids Child Development Center Operator

TO: Prospective Proposers

SUBJECT: Requests for Proposals for
MetroKids Child Development Center
Operator at the Metro Regional Center

ISSUE DATE: August 12, 1994

ISSUED BY: Berit Stevenson
General Services Department, Metro
(503) 797-1722

MAILING ADDRESS: Metro
600 Northeast Grand Avenue
Portland, Oregon 97232
Attn: Berit Stevenson

PROPOSALS DUE: 5:00 PM, PST
Tuesday, September 6, 1994

INVITATION TO PROPOSE

for the

CHILDCARE CENTER OPERATOR

for the

METROKIDS CHILD DEVELOPMENT CENTER

Metro administers region wide concerns in the urban areas of Clackamas, Multnomah and Washington counties. Metro is responsible for solid waste management, operation of the Metro Washington Park Zoo, transportation and land use planning, urban growth boundary management, technical services to local governments and, through the Metropolitan Exposition-Recreation Commission, management of the Oregon Convention Center, Civic Stadium and the Portland Center for the Performing Arts and the Portland Expo Center.

Metro's administrative offices are located in the Metro Regional Center at 600 Northeast Grand Avenue, Portland, Oregon. Located in the building is a childcare facility designed to serve both Metro and non-Metro parents and their children. The 6,700 sq. ft. childcare facility currently operates with an enrollment of 54 full time children, age 12 weeks to 6 years of age. Metro is soliciting written proposals for a qualified Childcare Center Operator to provide high quality child care program at MetroKids Child Development Center. Metro desires to maintain the Center's existing staff as much as possible to ensure the continuity high quality of child care which is occurring at the Center currently. The required elements of the child care program are detailed in the attached Scope of Work.

Metro reserves the right to reject any or all Proposals not conforming to the intent and purpose of the Request for Proposals, to waive any informality or irregularity in any Proposal, and to, for good cause, reject any or all Proposals upon a finding by Metro that it is in the public interest to do so.

Metro and its Contractors will not discriminate against any person or firm based upon race, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status. Metro extends equal opportunity to all persons and specifically encourages disadvantaged and women-owned businesses to access and participate in this and all Metro projects, programs and services.

PROPOSAL INFORMATION

1. PROPOSAL SUBMISSION

1.1 Proposers shall prepare their proposals using the following format:

Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and their proposed approach to meet the Scope of Work. The letter should name all of the persons authorized to make representations for the proposer, and include addresses and telephone numbers.

Statement of Organization Profile and Qualifications - This statement should describe the proposer, including organizational structure, size, range of activities, pertinent past experience and qualifications, etc. Identify the primary individuals responsible for performing the work, including but not limited to the Site Director, and include resumes and references.

Statement of Work - This section should explain the Scope of Work as understood by the proposer and detail the approach, activities and work product(s) to be delivered by proposer. Specifically, proposer should:

- Describe overall philosophy and goals for childcare and the philosophy and goals for each age group within the program;
- Describe plans for involving parents in the program;
- Describe staffing policies and procedures, including hiring procedures, training program, employee rates of pay and benefits, ongoing evaluations, proposed staffing schedule (child: caregiver ratios) and proposed use of existing staff; Metro hopes that better than 4:1 can be achieved in the infant room;
- Provide proposed operating budgets for the first three years of operation, including parent's fees for each age group, full and part time, late fees, registration fees and any other fees and all expenses; budgets should include all administrative costs;
- Describe your enrollment procedures, including giving priority to Metro parents and/or parents with siblings enrolled, terminations, withdrawals, waiting list, requests for part time will be handled;
- Describe health and safety procedures, including Center nutrition and sick policy;
- Describe the Center's philosophy on discipline;
- Describe accounting and fiscal management procedures;
- Describe start-up plan for commencing operations within the provided schedule (Attachment B)

Proposed Parent's Fee Work Sheet - Attachment "C"

Additional Data - Any additional information which the proposer considers pertinent for consideration should be included in this separate section. This may include printed brochures and other material describing proposer or other operations of proposer.

1.2 All proposals must be received no later than 5:00 PM, Tuesday, September 6, 1994. Proposals should be hand carried or mailed to Berit Stevenson, Project Manager, General Services Department, Metro, 600 Northeast Grand Avenue, Portland, Oregon 97232.

1.3 One original and eight copies of the proposal shall be submitted. The original shall bear an original signature of an authorized representative of the proposer. Proposals must be submitted in sealed package(s) or envelope(s) and shall be marked "Proposal - MetroKids Childcare Center Operator."

1.4 A proposer may not modify a proposal after it has been submitted to Metro. A proposer may rescind their proposal and submit a new sealed proposal prior to the time set for receipt of proposals. No oral, telegraphic, facsimile or telephone proposals will be considered.

2.0 PROPOSAL EVALUATION

2.1 Metro will appoint a selection committee to evaluate proposals and to select the proposer which best meets the interests of Metro and MetroKids. Selection committee members will include representatives of Metro, MetroKids parents and local childcare administrators and educators.

2.2 Written proposals will be evaluated, and two to four proposers may be selected for further evaluation. These proposers may be required to make a presentation of a specified maximum length. They will be notified, and a date and time for presentations will be arranged. The purpose of such presentation is to provide an opportunity for the proposers to clarify or elaborate on their proposal.

2.3 Metro may request to make site visits to on-going programs of proposers prior to making an award.

2.4 The selection committee's evaluation will be based on the written proposals submitted and on clarifying information received either during the presentation or on-site visits. The selection committee will use an Evaluation of Proposals Form attached as Attachment "D" to assist in their determination.

3.0 PRE-PROPOSAL CONFERENCE

3.1 A pre-proposal conference will be held at 10:00 am, Tuesday, August 30, 1994, in Meeting Room 270 in the Metro Regional Center. Attendance is optional, however all proposers are encouraged to attend. This RFP will be explained and proposers may ask questions regarding it and the selection process. A site tour of MetroKids will be conducted immediately following the pre-proposal conference. This will be the only opportunity to visit the Center during the proposal process. Requests for private tours and special visits will not be granted.

4.0 AMENDMENT TO THE RFP

4.1 Metro may amend this RFP at anytime to respond to changed circumstances or questions raised by proposers. All potential proposers of record will be mailed amendments to the RFP. All requests to amend the RFP must be made in writing and be received by Metro no later than seven calendar days prior to the due date for the proposals.

5.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

5.1 This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept any or all proposals received as the result of this request, to negotiate with all qualified proposers, or to cancel all or part of this RFP.

5.2 This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to this RFP should be addressed to Berit Stevenson at (503) 797-1722. Any questions, which in the opinion of Metro, warrant a written RFP amendment will be furnished to all parties receiving this RFP.

5.3 Metro intends to award a Personal Services Agreement with the selected operator. Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a long-term relationship. Therefore, the term of the Agreement will be five years. However, the Agreement will be subject to an annual review.

A copy of the standard Personal Services Agreement contract form approved by Metro General Counsel is attached as Attachment "E". Any proposed changes in the language, construction or requirements of the document must be raised and resolved as a part of the RFP process. All proposers are therefore advised to review, clearly document, and include a response to this document in their proposal.

5.4 The proposal shall be considered valid for a period of at least 90 days from proposal due date. The proposal shall contain the name, title, address and telephone number of the individuals with authority to bind the organization throughout the proposal evaluation process.

5.5 All proposers are hereby advised and through submission of a proposal agree to release Metro to solicit and secure background information based upon the information including references provided. Fully descriptive and complete information should therefore be provided to assist in this process and ensure the appropriate impact.

Attachment A

SCOPE OF WORK

Contractor shall operate and manage a high quality, fee-for-service, child care program at the MetroKids Child Development Center located in the Metro Regional Center, 600 Northeast Grand Avenue, Portland, Oregon 97232. The program will be full-day, year-round curriculum that is developmentally appropriate for young children, ages six weeks to six years.

1.0 CURRENT FACILITY AND PROGRAM STATUS

The MetroKids Child Development Center has established the following goals:

- a. To provide quality child care, at a reasonable and competitive cost, to the children of Metro employees and to other parents during normal working hours.
- b. To provide the children a stimulating and safe child care environment and a learning experience.
- c. To encourage parental involvement through newsletters, parent/teacher conferences, special activities, daily lesson plans and parental visits at all times.
- d. To provide a continuing educational component for both parents and staff.

MetroKids Center is located on the first floor of the Metro Regional Center and has been in operation since June 1993 and is currently operating at near capacity enrollment with a substantial waiting list for enrollment. Currently 40% of the children attending have parents that are Metro employees; the remaining 60% are from the general public.

The Center is approximately 6,700 square feet, independently heated and air conditioned, includes a fenced out-door play area, nine drop-off parking spaces for parent's use and a full service kitchen and laundry with all necessary appliances provided. The space is used exclusively for child care. A basic floor plan is included as Attachment "F" to this Scope of Work to provide general information on the physical space allocation. To the best of Metro's knowledge, the facility is currently in compliance with all local, state and federal codes and regulations, including the Americans with Disabilities Act (A.D.A.).

Metro provides the space free of rent and provides typical utilities including water/sewer, natural gas, electricity, garbage and recycling pick-up and custodial services (equivalent to the standards established for Metro occupied areas) at no cost to Contractor. Any special or additional clean-up needs inherent in the operation of a childcare facility, including the kitchen facility, is the responsibility of operator. The operator is responsible for keeping the diaper changing areas clean and sanitized.

Metro currently provides all equipment, toys, and furniture sufficient to operate a high quality child care program. Metro also provides the Center's telephones, a personal computer and use of a printer and copier.

The base hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday. The Center observes the same holidays recognized by Metro. A list of these holidays will be provided to Contractor each year.

A multi-cultural, anti-bias, age appropriate curriculum has been developed and implemented at MetroKids. The daily program for all age groups includes a variety of appropriate activities which provide both quiet and active periods, indoor and outdoor play, as well as meals, snacks and nap periods. A movement/dance class is offered on-site to the preschoolers and toddlers at an additional cost of \$2.50/class. Preschoolers also have swimming lessons available at a rate of \$2.00/class.

The Center is always open and available for parents to visit. A regular conference schedule has been implemented and a Parents Advisory Board is established and meets monthly. A new Parents Board is expected to be elected in August 1994.

The space has been CSD certified to accommodate 10 infants, 8 wobblers, 12 toddlers and 26 preschoolers. Current enrollment is 8 infants, 8 wobblers, 12 toddlers and 26 preschoolers. The minimum age for enrollment is six weeks and the maximum is 6 years.

The current full time tuition, diaper service and registration fees are as follows:

Registration:	\$50 one time fee
Tuition:	
Infant	\$525/month
Wobbler	\$525/month
Toddler	\$525/month
Preschool	\$390/month
Diaper Service:	\$18/month

2.0 CONTRACTOR'S RESPONSIBILITIES

2.1 Contractor shall be responsible for the complete management and operation of the Center, including but not limited to all aspects of child care, teaching, staff selection and training, parent relations, fee collection (a payroll collection system for the automatic deduction of fees from Metro parent's paycheck is in place), record keeping, financial reporting and budget preparation and submission. A partial (but not exhaustive) list of specific Contractor responsibilities is as follows:

- a. Provide all staffing and staff training. Staff levels shall, at a minimum, meet CSD's requirements, however, Metro desires staffing levels which will optimize the care and education of the children. All staff shall submit to criminal history background checks as required by CSD and any other checks as requested by Metro. Contractor shall provide a highly qualified, full-time site Director who possesses exceptional qualifications and experience. Contractor shall provide adequate staff training programs to ensure highly qualified staffing. At a minimum, staff should receive 15 hours of training annually in age appropriate curriculum, the prevention and detection of child abuse, first aid and CPR.
- b. Arrange, pay for and provide laundry and diaper service as needed for use in the Center.
- c. Arrange, pay for and provide day to day Center management - including the provision of office equipment not currently provided by Metro, office supplies, bookkeeping, application processing and maintenance of Center waiting list.
- d. Establish, implement and maintain health, safety and security procedures for children, parents and staff during operating hours. At a minimum, Contractor shall provide an emergency evacuation plan for the Center and shall conduct monthly fire drills.
- e. Establish and work with parents to promote and encourage parent involvement in a variety of ways, including, at a minimum, seek parent's advice in regards to staff hiring, curriculum, fund raising, Center operations and any other matters which the Contractor deems appropriate, provision of a parent's handbook detailing Center policies and procedures, scheduling regular parents' conferences and providing a reference library of childcare and parenting materials available to parents.
- f. Provide a nutritious lunch, mid-morning and mid-afternoon snack and milk, as well as any other CSD nutrition requirements.
- g. Responsible for all long distance telephone line charges.

h. Provide all program supplies, including consumable manipulative, office supplies, first aid supplies, food service supplies and any other supplies necessary for an ongoing program.

2.2 Contractor will be required to prepare and submit the following periodic reports and items.

a. Quarterly reports which detail enrollment size, staffing, ages of children, parent affiliation to Metro, financial reports, facility condition, unusual concerns, any other relevant general information and any additional requested information.

b. Incidence reports which detail all criminal or other incidents requiring medical attention. These written reports should be delivered to Metro within 24 hours of the occurrence.

c. Yearly audited financial statements and proposed annual operating budgets.

d. Proof of current state and local licenses; proof of tax-exempt status if applicable; and proof of NAEYC certification; proof of insurance coverage as requested by Metro.

e. Upon reasonable request by Metro, Contractor shall demonstrate its financial capability of continuing its operations under the terms of this Agreement.

2.3 Miscellaneous responsibilities of Contractor include the following:

a. Contractor shall participate, cooperate and seriously consider the recommendations of the Metro's Childcare Advisory Committee, if such a Committee is established.

b. The Contractor shall be responsible for any damage to either Metro provided equipment, toys and furniture or the Center which occurs due to wrongful or negligent act(s) of the Contractor and Contractor's employees and agents. Normal wear and tear due to the every-day operation of the Center is not the responsibility of the Contractor.

c. Contractor shall not discriminate on the basis of sex, race, religion, color, age, marital status, political affiliation, national origin, sexual orientation or disability with respect to enrollment of children or employment of staff. Religious teaching and dissemination of religious or political material will not be allowed.

d. Media coverage of the Center must be approved in advance by Metro. In addition, Contractor shall submit to Metro for approval all written and/or printed materials prior to distribution or publication.

e. Contractor shall comply with all building regulations and policies, including but not limited to security and access arrangements, health and safety, parking and recycling operations.

f. No portion of the work may be subcontracted without the prior written consent of Metro.

g. Contractor is not an employee or agent of Metro. Parents with children enrolled at the Center shall contract directly with Contractor. Except for matters explicitly addressed in this agreement, decisions and responsibilities with respect to the program, enrollment, fees and tuition, staffing, 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 Contractor.

2.4 Contractor shall indemnify and hold Metro, its elected officials, employees and agents harmless from any and all claims, demands, losses and expenses, including attorney fees, arising out of or in anyway connected with the performance of the agreement and arising out of or in anyway connected with the childcare operations.

3.0 METRO'S RESPONSIBILITIES

3.1 Metro will provide the following:

a. Use of MetroKids childcare facility at 600 NE Grand Avenue, including the adjacent play area and drop-off parking spaces during Center's operating hours. Metro reserves the right to operate the facility for additional childcare needs during hours when the Center is not being operated by Contractor under this Agreement (primarily weekends and evenings). Contractor shall have the right of first refusal to provide childcare services for such off-hours operation.

b. Janitorial services (i.e., vacuuming, disposal of trash, general cleaning of restroom facilities) and utilities including water/sewer, natural gas, electricity, garbage and recycling hauling services.

c. Landscape maintenance.

d. Publicity to solicit Metro employee participation in the program.

4.0 ANNUAL REVIEW PROCESS

Metro has determined it is in the best interest of children and their parents to provide uninterrupted service for childcare through a long-term relationship. Therefore, the term of the Agreement will be five years commencing upon execution of the Agreement.

To insure continued quality childcare throughout the term of the Agreement, an annual review will be conducted by Metro to determine Contractor's compliance with the Scope of Work. The review process will entail interview(s) with Contractor's key personnel, site inspections and possible written responses to questions posed by Metro. Contractor is required to cooperate with Metro by participating in the interview(s) and site inspections and providing timely responses. Metro will issue a written evaluation based on the annual review to Contractor. Termination of the Agreement will result if Contractor is found to be significantly non-compliant with the Scope of Work.

5.0 MISCELLANEOUS PROVISIONS

5.1 Contractor shall provide annually a guaranteed scholarship fund which shall be available to children enrolled in the Center. The guaranteed fund amount for the first year of operation shall be \$3,000 and shall increase at a rate not less than 5% per year over the term of the Contract. Contractor shall administer the Scholarship program in accordance with Contractor's standard practices. Metro and Contractor shall work together to augment the guaranteed fund amount with other available funds and shall ensure that such Scholarship Program is made readily available to all interested families. Annually, any funds remaining will be used to purchase equipment and/or supplies for the Metro Childcare Center.

5.2 Contractor's annual operating budget shall not provide for increases in Contractor's administrative costs for the first three years of the Agreement. Increases of these expense items may occur in years four or five of the Agreement if Contractor can sufficiently justify such increases. Such increases will be limited to no more than 3% per year for years four and five.

5.3 Contractor shall provide access to MetroKids at all times to the Metro Contract Manager and to Metro building and security staff.

5.4 Contractor will be required to apply for and receive accreditation from the National Association for the Education of Young Children (NAEYC) within two years of commencing operation. Contractor will maintain this accreditation through the life of this agreement. Contractor shall apply for and receive a license from the State of Oregon to provide child care and any other permits that are necessary to open and operate the Center.

5.5 Metro feels that the current tuition and registration fees are within the range of market rates for Portland area child care centers of comparable quality. These fees will be reviewed by Contractor and Metro on an annual basis and revised as necessary to maintain the financial viability of the Center. Contractor shall receive Metro's prior approval for all fee increases. Since rent, utilities and janitorial services will be assumed by Metro, it is expected that a better than industry standard wage and benefit package will be offered to MetroKids employees.

5.6 The following modifications to the Personal Services Agreement shall be made:

Delete Paragraph 3, Payment, and add the following:

Participants will pay Contractor for services, either through a Metro employee payroll deduction or by personal payment for services performed and materials delivered in accordance with the approved rate schedule in the manner and at the time specified by the individual child's contract.

Delete Paragraph 4 (a) (1), Insurance, and add the following:

Broad form comprehensive general liability insurance specifically covering childcare operations. In addition, such insurance shall cover personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

Delete Paragraph 10, Right to Withhold Payments.

Attachment "B"

Project Schedule

Issue RFP	August 12, 1994
Pre-Proposal Conference	August 30, 1994
Proposals Due	September 6, 1994
Evaluation Period	Sept. 6 to Sept. 23, 1994
Contract Awarded	September 26, 1994
Contract Executed	October 7, 1994
Contractor Begins Operations	November 1, 1994

Attachment "C"

PROPOSED PARENT'S FEE WORK SHEET

Full Year Rates from November 1, 1994 to October 31, 1995

MetroKids Child Development Center

Full year, Full time Rates

Infant (to 12 months)	\$	_____
Wobbler (12 to 24 months)	\$	_____
Toddler (24 to 36 months)	\$	_____
Preschooler (3 to 6 years)	\$	_____

Part-time Rates

Infant (to 12 months)	\$	_____
Wobbler (12 to 24 months)	\$	_____
Toddler (24 to 36 months)	\$	_____
Preschooler (3 to 6 years)	\$	_____

Other Fees

Late Fees	\$	_____
Registration Fees	\$	_____
(indicate if one time or annual fee)		
Other Special Fees : _____	\$	_____

Attachment "D"

EVALUATION OF PROPOSALS FORM

Metro Child Development Center

<u>Evaluation Components</u>	<u>Number of Points Available</u>	<u>Percentage</u>
I. OVERALL PROPOSAL		
a. General understanding of programmatic needs and quality of care	15	
b. Overall ability to provide services that meet the child care needs of Metro employees	15	
Total for Overall Proposal	30	15%
II. ADMINISTRATION AND CENTER MANAGEMENT		
a. Qualifications & capacity of Operator	10	
b. Continuity of existing staff	10	
c. Adequacy of plan for staff improvement	5	
d. Plan for utilization of staff and staff to child ratio	10	
e. Evidence of sound fiscal and operational policies and procedures	10	
Total for Admin. and Center Management	50	25%
III. PROGRAM		
a. Adequacy of plan for health and safety, discipline, nutrition and enrollment	15	
b. Adequacy of plan for parent involvement/ access/ communication	15	
c. Adequacy of plan for daily routine and curriculum	15	
d. Staff/child ratios	20	

e.	Wage & benefit package	<u>15</u>	
	Total for Program	80	40%

IV. FINANCIAL MANAGEMENT AND COST

a.	Fiscal Accountability	10	
b.	Completeness and adequacy of operating budgets	10	
c.	Affordability of parent fees	10	
d.	Adequacy of wage & benefits to Center staff	<u>10</u>	
	Total for Financial Management	40	20%
	Potential Net Total	200 points	100%

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____, referred to herein as "Contractor," located at _____

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or

claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor ___ days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Updated: 3/28/94

