

Childcare Provider Request for Proposals

OVERVIEW

a) Purpose

Northern Maine Community College seeks proposals from qualified individuals or businesses to operate a childcare Center at Timothy D. Crowley Building, on the College's campus in Presque Isle, Maine. The College has a vested interest in ensuring that its employees and students have high quality childcare options and believes offering such services is in the best interest of the community as a whole given the great need for childcare services in the area.

The College envisions working with a provider 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. The provider will be expected to cooperate with the College in support of the College's Early Childhood Education program including but not limited to utilizing the facility as a lab for the College's students. The College has a newly renovated/constructed space well-suited for providing childcare services.

The College may interview the top qualifying providers and seek additional information regarding their proposed ideas, approach, business terms, and proposed business relationship. Except as otherwise required by law, proposals received will not be shared with any other respondents and ONLY to the extent legally allowed.

b) Background

There is a clear need for childcare options for families in Aroostook County. Employees and students of NMCC have struggled to find adequate childcare in the community. This impacts the College's ability to recruit and retain students as well as staff members.

The facility, located at 33 Edgemont Drive, Presque Isle, Maine, was previously used by the College for student dormitory housing but is being renovated for use for childcare and educational purposes for the College's Early Childhood Education program. The facility is being further updated by the College to specifically support childcare services (e.g. adding a fenced playground and kitchenette). These updates will be completed at the expense of the College and through community donations, with an expected completion date of August 15, 2025.

Having childcare located on campus has advantages for the provider and its staff. For example, the College has a dining hall (provide meals), gym (provide recreational opportunity) and

wellness center which may be used to at reasonable cost.

The chosen provider will enter into a lease agreement with the College and will operate as their own independent business, subject to the terms of a Memorandum of Understanding, to serve as the contract regarding specific aspects of the agreed upon relationship. Details of that MOU and the lease will be finalized and executed following selection of a provider.

a) Instructions

All proposals are due by 2:00 p.m. on <u>Friday, June 6, 2025</u>. Late proposals will not be accepted. Proposals must be mailed (physically or electronically) or hand delivered to the College Business Office at 33 Edgemont Drive, Presque Isle, Maine 04769.

The College reserves the rights to reject any and all proposals, amend this RFP as necessary, contract with any organization responding to this RFP for all or portions of the services requested, reject any proposal as non-responsive, seek proposals from, or contract with, any organization not participating in this process, and not contract with any organization for the services requested. The College makes no representation that participation in the RFP process will lead to the award of a contract or any consideration whatsoever. The College reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part at any stage.

b) Assumptions

Obligations of Provider:

When drafting a proposal, providers should assume the building will be modified as needed to operate as a childcare center. All of the provider's employees must hold current CPR and First Aid certifications. The provider will be expected to perform daily cleaning of the facility. The facility has been approved by the fire marshal's office for maximum occupancy of 47 children individuals. The College will lease the building to the selected provider at a reasonable amount to be determined. Assume the rent will be \$1250 per month for this proposal. Utility costs are approximately \$1,500 monthly for the building, to be paid by the provider for the first year and will be reassessed at one year to determine further costs. The selected provider must keep in full force and effect, at its sole cost, adequate liability insurance naming the College as an additional insured, together with such additional coverage as appropriate to operate a licensed childcare facility in the State of Maine, and at all times in accordance with the College's policies and procedures. The provider, its employees and agents who perform services to the College shall at all times comply with all applicable federal and state law and regulation in the performance of its obligation under the MOU and Lease and in connection with the operation of the childcare facility, including al safety, health and other law and regulation applicable to child care facilities and their operation. The provider will be expected to maintain a sign-in and signout system for building safety. The provider will provide the College with a copy of all provider policies and procedures. The provider will reserve a minimum of three (3) spots for childcare services for those employed by or attending NMCC. The provider will cooperate in good faith with the College to allow students in the College's Early Childhood Education program to complete their field experience in the childcare center.

Obligations of the College:

Major repairs will be the responsibility of the College. The grounds will be maintained by NMCC maintenance staff including snow removal. An AED will be located within the building and provided at the College's expense.

The College will develop an agreed upon plan for the College's students to complete their field experience in the childcare center.

The NMCC childcare committee is able to assist with information required for this proposal (e.g. budget templates).

c) Schedule of Provider Selection, Contracts, and Opening of the Childcare

- May 9, 2025 Requests for Proposals are accepted
- June 6, 2025 Deadline for Submitting Proposals
- June 30, 2025 Selection of a provider by the President of the College based on the recommendation of the selection committee.
- July 15, 2025 MOU and Lease Agreement are finalized between the College and provider
- August 15, 2025 Childcare center is open for business

Contact **Heather Drost** in Purchasing, as the RFP Coordinator, with any questions or a request for a site visit at 207-768-2714 or hdrost@mainecc.edu.

SUBMISSION REQUIREMENTS

Proposers must submit a proposal containing the information requested below. Proposals must be delivered to the College office no later than 2:00pm on Friday, June 6, 2025.

CONTENTS OF THE PROPOSAL

The proposal should include the following information and any other pertinent information to help the Board select a provider.

- 1) Proposer information
 - a) Name of individual or entity
 - b) Address
 - c) Phone Number
 - d) Email Address
 - e) Description of your level of experience with childcare
- 2) Childcare plan describe your plan for operating the childcare facility
 - a) Hours of operation
 - b) Staffing
 - c) Curriculum information (must include some learning activities)
 - d) Nutrition (may partner with the college dining hall)
 - e) Security and safety
 - i) Cleaning

- ii) Physical access security
- f) Addressing NMCC employee and student childcare needs
- g) Hourly care needs
- h) Outdoor play space ideas

3) Financial information

- a) Provide a budget for a minimum of three operating years showing gross potential income and expenses
- b) Vision for the relationship between the College and provider
- 4) Describe how your organization will help ensure that the facility complies with all licensing requirements for the type of program you plan to operate
- 5) Describe your model for childcare services
- 6) Describe your plans to ensure that the childcare program will be high quality, beyond the minimum health and safety requirements for state licensing
- 7) Describe any litigation or other like proceedings against your organization or any of its professionals, whether current or pending, during the past five (5) years
- 8) List any other information that might illustrate why you are the most qualified to operate the childcare (i.e. references)

SELECTION PROCESS

The NMCC childcare center committee is committed to a fair and transparent process for the selection of a childcare provider. This RFP is issued to find the provider who best meets the objectives of this project. The College reserves the right to modify the process at its sole discretion upon notice to all affected providers. NMCC childcare center committee will comprise a selection committee that will review and rate each proposal. The selection committee may conduct interviews of providers who have submitted proposals. The selection committee will rank the proposals based on the Evaluation Criteria outlined below. The selection committee may provide all providers who submitted a proposal with a written list of required clarifications or modifications. Providers must respond in writing, within the time provided, and with the required modifications to their proposals.

Evaluation Criteria

The following criteria will be used to evaluate the proposals

- 1) Quality and viability of the proposal in the context of this RFP
- 2) The proposal's conformance with the College's vision for childcare.
- 3) Reasonable and realistic budget and/or business plan.
- 4) Benefit to the College.
- 5) Qualifications and experience of the childcare provider and staff.
- 6) Experience with similar operations.
- 7) Experience working with other partner agencies (governments, non-profit

organizations, etc.)

8) Risk to the College

After proposals have been reviewed, the College may request additional information or an interview.

GENERAL PROVISIONS

- 1. All contact with the College regarding this RFP must be made through the aforementioned RFP Coordinator. No other employee is empowered to make binding statements regarding this RFP.
- 2. Issuance of the RFP does not commit the College to issue an award or to pay expenses incurred by a Provider in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings, where applicable.
- 3. All responses should adhere to the instructions and requirements outlined in this RFP.
- 4. Providers will take careful note that in evaluating a proposal submitted in response to the RFP, the College will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal information of previous contract history with the Provider (if any). The College also reserves the right to consider other reliable references and publicly available information in evaluating a Provider's experience and capabilities.
- 5. The proposal must be signed by a person authorized to legally bind the Provider and must contain a statement that the proposal and the pricing contained herein will remain valid and binding for a period of 120 days from the bid closing date and time.
- 6. The RFP and the awarded Provider's proposal, including all appendices or attachments, will be the basis for the final contract and lease, as determined by the College.
- 7. All proposals in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
- 8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Provider's responsibility to determine the applicability and requirements of any such laws and to abide by them.
- 9. Proposals that do not include a signed, acknowledged, "Notice to Vendors and Bidders", will not be evaluated.

NOTICE TO VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

- 1. Provide any defense, hold harmless or indemnity;
- 2. Waive any statutory or constitutional immunity;
- 3. Apply the law of a state other than Maine;
- 4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
- 5. Add any entity as an additional insured to MCCS policies of insurance;
- 6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
- 7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- 8. Permit an entity to change unilaterally any term or condition once the contract is signed;
- 9. Automatic renewals for term(s) greater than month-to-month;
- 10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
- 11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
- 12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
- 13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, <u>YOUR ENTITY UNDERSTANDS AND</u> AGREES THAT:

- 1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- 2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- 3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
- 4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to

conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

Bidder Acknowledgement:	
Dated:	