

**MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #04052013
CHILD CARE SERVICES**

Summary

McHenry County College requests proposals from companies to provide Child Care Services for MCC.

Date Issued:	February 15, 2013
Service Requested:	Child Care Services
RFP Closing Date:	April 5, 2013
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 5, 2013, 10:00A.M.CST. There will not be a public bid opening.

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, www.mchenry.edu/bid. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will competitively evaluate all qualified proposals and present a recommendation to enter into an agreement with the Board of Trustees at the April 25, 2013 Board meeting.

We appreciate your interest in McHenry County College and look forward to your response.

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REQUEST FOR PROPOSAL

Child Care Services

RFP #04052013

Issue Date: February 15, 2013

RFP Response Deadline: April 5, 2013

McHenry County College
8900 US Highway 14
Crystal Lake, Illinois 60012-2761
Telephone: (815) 455-3700

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1.0 GENERAL INFORMATION

1.1 Background

McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago. MCC is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012.

MCC's business center, The Shah Center, 4100 W. Shamrock Lane, McHenry, IL 60050, provides training and assistance to over 600 area businesses and close to 9,000 individuals each year. Services range from one-on-one counseling for entrepreneurs to customized on-site employee training seminars

1.2 Child Care Center Objectives

- To provide secular quality Child Care Services in a clean, safe, accessible atmosphere that responds to the changing needs of the College and the community it serves.
- To provide the most complete and appropriate Child Care Service operation in order to accommodate the College's educational philosophy, programs, activities and services.
- To include parents, guardians and College administration in decision-making through a committee structure in order to plan, promote and evaluate a consistent and varied Child Care Service program.
- To provide opportunities for students to work with and observe child care services as practicum students or service-learners.
- To align with the philosophy of the College's Early Childhood Education Program.

1.3 Nature of RFP

McHenry County College shall select the vendor whose proposal, and oral presentation, if requested, demonstrate in McHenry County College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. McHenry County College reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of McHenry County College. This RFP shall not obligate McHenry County College to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

1.4 Inspection of Premises

Bidders are invited to inspect the child care facilities prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract. A mandatory pre-bid meeting and facilities tour will be held at the College on March 1, 2013 at 10:00AM, Building A, Board Room #217.

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1.5 General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

Program

- Educational philosophy and curriculum of bidders current operation
- Sample calendar and schedule demonstrating structured and unstructured times
- Certification by professional associations(e.g. NAC, NAEYC, or QRS)
- Evidence of compliance with DCFS and McHenry County Health Department
- Space and equipment requirements to implement curriculum

Staff

- Onsite staff education and certification requirements including job titles
- Classroom staffing ratios
- Memberships in professional associations
- Hiring compliance practices
- Opportunities for students to work with and observe child care services as practicum students or service-learners

Operations

- Safety and Security procedures
- Emergency procedures
- Housekeeping procedures including sanitation policies and procedures
- Hours of operation, including discussion of both class and non-class days
- Fee structure including any subsidies, payment plans, or alternative payment methods

Other

- Business/Organizational structure and numbers of years in business
- Transition plan from current provider to new provider, addressing consistency, cost and potential parent concerns
- Evidence of strong financial solvency

1.6 Key Event Dates

The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

Publish RFP notice in the Northwest Herald	February 15, 2013
Mandatory Informational Meeting & Tour	March 1, 2013, 10:00AM, Bldg A, Board Rm #217
Deadline to send question to jjones@mchenry.edu	March 5, 2013
Deadline to post addenda to www.mchenry.edu/bid	March 8, 2013
Deadline for RFP proposal submissions	April 5, 2013
Review RFP proposals by	April 12, 2013
Interviews conducted, if needed	April 15-19, 2013
Recommendation to Board of Trustees	April 25, 2013
Notification of Award	April 29, 2013
Deadline for Executing Contract	After May 1, 2013
Project Manager	Jim Falco, 815-479-7728

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1.7 Contract Awarded and Pricing Structure

McHenry County College desires to enter into a rental license agreement (contract) with the successful vendor. The rental rate shall be \$5302.50 per month with an inflation escalation of 2% at the beginning of each consecutive year thereafter for the life of the contract.

1.8 Contract Term

The initial term of the contract shall commence July 1, 2013 and terminate June 30, 2018, subject to earlier termination and extension as herein provided. Vendor may elect, upon written notice to the College on or before June 30, 2017, to extend the term of this Agreement for an additional five years through June 30, 2023.

1.9 Parties to the Contract

Parties to this contract shall be McHenry County College, acting through its Board of Trustees and the successful vendor.

1.10 Contract Termination

The contract may be terminated by the College for its convenience at any time. College will endeavor to give Vendor six (6) months written notice of its intent to terminate this agreement, but is not bound to do so. Either party may terminate this Contract, as of June 30, 2018 provided that written notice thereof shall be given no later than January 1, 2018..

1.11 Definitions

Wherever and whenever the following words or their pronouns occur in this proposal, they shall have the meaning given here:

- **MCC or College:** McHenry County College, acting through its Board of Trustees.
- **College Location:** McHenry County College, 8900 US Highway 14, Crystal Lake, Illinois.
- **Vendor:** The firm selected by McHenry County College as the successful responder(s) responsible to execute the terms of a contract.

1.12 Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Illinois.

1.13 Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Chief Financial Officer of the College.

1.14 Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

1.15 Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described, shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

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1.16 Informational Meeting

McHenry County College will hold a mandatory informational meeting and tour on March 1, 2013, at 10:00AM CST, Building A, Board Room #217, at McHenry County College, 8400 US Highway 14, Crystal Lake, IL. It is mandatory that all potential or interested vendors attend the meeting. *Please email Jennifer Jones at jjones@mchenry.edu to sign up to attend the meeting.*

1.17 Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between McHenry County College and the vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

1.18 Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

1.19 Proposal Rejection and Waiver of Informalities

This RFP does not obligate McHenry County College or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. McHenry County College also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- reject any and all proposals received in response to this RFP
- select a proposal for contract negotiation other than the one with the lowest cost
- negotiate any aspect of the proposal with any vendor
- terminate negotiations and select the next most responsive vendor for contract negotiations
- terminate negotiations and prepare and release a new RFP
- terminate negotiations and take such action as deemed appropriate

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2.0 RESPONSE EVALUATION

The following criteria will be used by McHenry County College to evaluate the responses:

- expressed understanding of proposal objectives
- qualifications of the vendor and its personnel
- completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above
- consistency of the proposed solutions to McHenry County College's present and future needs
- cost in relation to level of service to be provided
- in some instances, an interview may also be part of the evaluation process

McHenry County College reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. McHenry County College does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Key Event Dates.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

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3.0 VENDOR REQUIREMENTS

- 3.1** It is specifically understood and agreed that such items relative to Child Care Services which are not herein covered may be added to or excluded from this proposal and resulting contract by the College without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished to the College by Vendor with such additional consideration as is necessary.

Recognizing that the successful performance of this contract is dependent on favorable response from the parent MCCs, Vendor shall meet regularly with the Executive Dean of Education Career and Tech Education and any authorized committees to effect adjustments in operations, and shall cooperate at all times to maintain maximum efficiency and good public relations with the College's students, staff, and families.

Vendor must report all written complaints to the Executive Dean of Education Career and Tech Education and how these complaints were resolved. A written copy of each complaint should be on file with the Executive Dean of Education Career and Tech Education.

At the end of the first three months of the contract period, the parties upon mutual agreement may adjust the specific terms of this contract where circumstances beyond the control of either party require adjustments. All requested contract adjustments shall be proposed in writing to the College for consideration. All required contract amendment(s) shall be issued by the College. Any amendments to the contract must be executed by the same parties who executed the original contract.

Vendor must notify the College of school closings, change of hours, and pricing changes 30 days in advance. Vendor must also notify the College's Campus Public Safety Office, as soon as possible, of emergency school closings.

Vendor shall be responsible for obtaining all required permits, licenses and bonding to comply with pertinent College regulations and municipal, county, state and federal laws.

Vendor shall be in policy compliance as follows:

- NAEYC (National Association for Educating the Young Child) best practice standards
- DCFS Compliance and additional criteria to meet NAEYC best practice standards
- Onsite maintenance of employee certifications
- Comply with DCFS and Department of Health rules and regulations

Vendor shall furnish all management, labor, supplies, storage, decorating, painting, and signage necessary for the efficient and effective operation of Child Care Services included in this contract.

The College permits Vendor to use the space designated to carry out the terms of this contract. Subsequent modifications of the space shall be subject to mutual agreement. The College shall provide heat, air conditioning, sewer, electricity, internet access, and cold and hot water. Vendor agrees to exercise care to keep these energy services to a reasonable minimum, and comply with established energy conservation practices, regulations and policies. Outdoor signs indicating corporate name are not permitted without prior approval of the Executive Dean of Education, Career and Technical Education.

The College shall have the right of inspection of all Child Care Service areas, storage and auxiliary service rooms and the operations of Vendor. The College shall have the right to make reasonable regulations and

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Vendor agrees to comply. Authorized representatives of the College shall have access to all areas of said premises at any and all times.

The relationship of Vendor to the College shall be that of independent contractor, any other provisions herein notwithstanding. Employees of Vendor or other persons engaged in the performance of any work or services required by Vendor under this agreement, shall not be considered employees of the College. Any and all claims under the Worker's Compensation Act of Illinois on behalf of said employees or any third party as a consequence of any act or omission on the part of Vendor's employees or other persons while so engaged in any of the work or services to be rendered, shall in no way be the obligation or responsibility of the College. The College's representative shall have no direct control over Vendor's employees. Any provisions for such control herein shall be exercised only through Vendor or the person assigned by Vendor as the Director of the Child Care Center.

Applicant files and documentation regarding verification of credentials and current certification, are open to the College Director of Human Resources and Executive Dean of Education, Career & Technical Education. Each applicant will be apprised of this in writing and acknowledge approval of this oversight by College personnel. A standard form will be prepared and included as part of each applicant's job submittal requirements. The acknowledgement should reflect that this oversight is intended for the sole and exclusive purpose of verification that properly credentialed personnel are working for the Child Care Services provider; the information shall otherwise remain confidential.

Prior to beginning operations and annually thereafter, Vendor shall supply the College with a complete list of all employees to be used in the operation, and such list shall include: (i) name, address, social security number, telephone number; (ii) title or position; (iii) employment start and end date; (iv) verification of criminal background check; (v) proper educational requirements; (vi) list shall be kept current and all revisions or changes shall be furnished to the College annually; (vii) other credentials [medical] deemed reflective of care in credential oversight of the Vendor's employees. The College shall receive prompt notice of any new employee or the termination of any employee. For any new employee not reported in the annual update of information, such notice shall include the information requirements as set forth herein.

The College shall be informed by Vendor of the schedule of Vendor's audit of the records and operations of the Child Care Center. The College shall have the option to participate in Vendor's audits and shall receive full report of these audits.

Charges of Vendor for the services not permitted by State Statute or beyond the scope of this contract shall be an expense of Vendor and shall not be an expense of the College.

3.2 Personnel. Employment Practices. Staffing and Schedules

Vendor's full time, Director of the Child Care Center shall have demonstrated experience and training in early child care and development and child care administration.

Personnel relations of employees on Vendor's payroll shall be Vendor's responsibility. Vendor shall be solely and exclusively responsible for compliance with all applicable governmental regulations, relating to the management, employment, compensation, payment and benefits of Vendor's personnel. The successful Vendor may hire the College's current Child Care Services staff.

The College from time to time may request the professional services of Vendor to assist on a consulting basis in the development of layouts and specifications for new or remodeled child care facilities or areas.

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All management and staff personnel of Vendor shall present a professional, positive, pleasant, courteous attitude and identifiable when on campus (i.e., name tags, vendor business shirts, etc.)

3.3 Equipment, Utilities, Supplies and Space Use

The College shall provide Vendor with a beginning physical inventory of major kitchen and other appliances (refrigerator, microwave, etc.), equipment, playground items, play systems and any other equipment or materials that would be normally listed on the College inventory.

Upon award of this contract, Vendor shall acknowledge that identified and inventoried College supplied equipment is fully functional and is not in need of repair or maintenance. Any equipment not deemed in fully operable condition will either be repaired by the College or removed from the site. Vendor shall then assume sole and exclusive responsibility to inspect, maintain, repair or replace the equipment at its sole and exclusive expense.

Vendor shall maintain and provide the College with an annual up-to-date physical inventory, record of all major appliances provided during the life of this contract.

Ownership of major appliances purchased by the College shall remain with the College. Such appliances shall not be temporarily or permanently removed from the premises without the College's prior written approval.

All equipment, furniture, supplies and/or renovated facilities not provided by the College that Vendor deems necessary will be provided by Vendor at its expense. The College shall not reimburse Vendor for these additional equipment, furniture, supplies, or renovation expenses.

With respect to the major appliances provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, Vendor shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the equipment.

On termination or expiration of this contract, the College shall conduct a physical inventory of all major appliances. At that time, Vendor shall surrender the facilities and furnishings to the College in as good condition as at the start of the contract, ordinary wear and tear, and loss or damage by fire, flood or other perils covered by extended coverage insurance excepted.

Vendor has the responsibility to consult with the College on the disposition or use of major appliances owned by the College. The disposition or declaration as surplus shall be the responsibility of the College and in accordance with State inventory control procedures.

Vendor is responsible for control of keys obtained from the College and the security of these areas for which and when they are used by representatives. Vendor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the Child Care Center.

The College is responsible for the cost of re-keying and replacing lock cylinders, as determined by the College. Vendor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of their negligence and/or loss of keys.

The College does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat or air conditioning. However, it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

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Vendor shall reimburse the College for Internet and Telephone services.

Upon termination or expiration of this contract, Vendor shall vacate the premises and deliver the premises to the College in the same condition that the premises are in at the time Vendor entered the premises hereunder, reasonable use and wear.

The College facilities equipment, services and staff are used for the purpose of carrying out the functions of the College. Vendor shall not use College designated facilities, equipment, services or staff in support of outside activities unless specifically authorized in writing by the Executive Dean of Education Career and Tech Education based on a judgment that such activities contribute to and serve the College's purpose and the use is consistent with College regulations.

3.4 Equipment And Facilities Maintenance, Replacement and Sanitation

The premises, major appliances and facilities shall be maintained by Vendor throughout the life of this contract in condition satisfactory to the College and in compliance with the State of Illinois Administrative Code, the State Department of Health and Human Services, the County of McHenry, and City of Crystal Lake and their respective Boards of Health. Thus, Vendor shall adhere to the highest standards of cleanliness and sanitation practices to insure continual sanitation in all functions and matters related to the execution of the terms of this contract.

All material, equipment and supplies used at the Child Care Center must comply fully with all safety requirements as set forth by all applicable O.S.H.A. standards, the Department of Health and Human Services, and Child Care Center rules and regulations promulgated by the McHenry County Health Department and the City of Crystal Lake.

During the course of performing the services necessary to satisfy the requirements of this contract Vendor is fully liable for public and private protection while work is in process or at any site exposed as a potential hazard. Vendor must provide warning devices and/or signs which shall be prominently installed and displayed and be fully in compliance with the safety regulations.

Consultant inspectors of the State Department of Human Services, the Association for the Education of Young Children (NAEYC), State, County or City Boards of Health, and State, County, or City Fire and building inspectors shall have complete cooperation and access to all Child Care Service areas on inspections which they may conduct. These inspections may be at the request of the College or on said agencies own discretion. On completion of inspection, agency inspectors shall furnish copy of each inspection report to Vendor with copy to the College.

Vendor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten (10) days of notification or as specified by the inspector (whichever is sooner). The College shall be responsible for facilities repair or modifications as set forth in this contract.

Vendor shall clean and disinfect all table tops, changing tables, counter tops, toys and chairs and conduct spot pickup of items on the floor in the Child Care Center. The Vendor shall provide general cleaning of the Child Care Center each day after the center has closed for the day. The Vendor shall provide complete floor cleaning throughout the facility on a quarterly basis.

The College shall be responsible for the costs and maintenance of insect and pest control in all areas. Vendor shall cooperate by maintaining a clean environment so that the College can provide an insect and pest free environment.

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Vendor shall provide an adequate inventory of any employee aprons, towels, pot holders and such other related linens. Vendor shall be responsible for the laundry, cleaning and maintaining an adequate inventory of these items.

The College shall be financially responsible for the cost of premise removal of trash, garbage and recycled materials resulting from the Child Care Center in compliance with a schedule approved by the College.

Vendor shall be responsible for the costs of maintaining and storing first aid equipment and cleaning supplies and supplies in all areas.

The College shall provide waste containers and recycling containers in sufficient quantity to maintain sanitary standards for trash disposal and recycling. Vendor shall provide trash bag liners as needed. Waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the College to maintain sanitary conditions. Vendor shall be expected to see that the areas meet standards of orderliness at all times.

The College shall furnish and maintain fire extinguisher equipment and supplies, and Vendor shall notify the College immediately of extinguisher use.

An aggressive program of accident prevention and safety education shall be used by Vendor. Fire extinguishers and fire alarms will be available for use as needed. Employees are to be trained by Vendor on where to find them and how to use them. All accidents and injuries to children or staff requiring immediate medical attention, or incidents requiring DCFS notification or 911 shall be orally reported to the College Campus Public Safety Office immediately. Written details of any significant incident and/or life safety issues shall be delivered to the Director of Campus Public Safety with a copy to Executive Dean of Education, Career and Technical Education by Vendor within two hours of the incident.

An Evacuation Plan shall be developed in collaboration with the Campus Public Safety Office to be implemented. The Vendor will provide to the College, documentation of the Evacuation Plan including its crisis response, emergency drills, and execution. The College will conduct quarterly inspections of the facility for safety compliance.

3.5 Glossary of Terms for Revenue And Expense Items – Vendor

For the purpose of establishing a ready reference of financial terms for Child Care Services, the following glossary of revenue and expense identification is provided. This glossary does not imply that all categories will be used.

The glossary of revenues and expenses for Child Care Services related to this contract for which **Vendor is responsible** are as follows:

A. Paper Supplies

Including baby wipes, foam, paper or plastic plates, cups, trays, glasses, flatware, napkins, table linen, wrapping materials, and necessary dispensers. Parents supply disposable diapers and baby wipes.

B. Labor Costs

Wages/Salaries:

Salaries and wages for all employees exclusive of fringe benefits including substitute personnel hired when regular staff are ill or otherwise gone from the center.

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Vacation. Holiday. Sick Leave:

Accurate period provisions for vacation, holidays, and sick leave wages on a reserve basis; when paid or charged to a reserve account and credited to wages.

Group Insurance:

Expenses of Vendor for employee's medical, dental, disability, catastrophic or other related group insurance. Deductions from employees for their share of group of insurance, life and/or other.

Worker's Compensation:

Statutory.

Overtime:

Total dollar amount for nonexempt employees.

Unemployment Compensation. Payroll Taxes:

Charges by headquarters office for company portion of operation contribution.

Other Allowable Personnel Costs:

- Employer portion of Union dues
- Employer portion of profit sharing contributions
- Staff development, training and education
- Required employee health exams
- State related travel expenses Employee meals Membership dues

C. Shortage and Overages

Gross cash shortages or overages.

D. Insurance and Bonding

Expense of Vendor for insurance coverage and bonding requirements.

E. Student Payments

Collection of student payments for services.

F. Lease Payments

Payment of monthly lease one month in advance.

G. Nursing Services

Provide qualified nurse(s).

H. Program Equipment and Supplies

Initial purchase and replacement of furnishings, equipment, supplies, and equipment parts not supplied by the College.

I. Cleaning Equipment Supplies

Expenses of Vendor for detergent, sanitizer, brooms, vacuums, mops, sponges and rinse compounds used for cleaning and washing dishes, pots and pans, toys and equipment, including those compounds used for personal hygiene of the Child Care Center.

J. Laundry Service

Costs of Vendor for washing and/or dry cleaning towels, children's clothing, bedding, etc.

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K. Office Supplies. Postage. Printing

Expenses normally incurred in the performance of standard office operations and printing costs of brochures, parent handbooks, etc. used for the Child Care Services at the College.

L. Approved Public Relations, Advertising. Programs & Promotion

Expenses in the amount specified for mutually agreed items resulting in improved marketing of the Child Care Service and such other expenses required to maintain or improve revenues and the image of the Child Care Service.

M. Food and Beverages

Expenditures on food and beverages necessary to provide juice and snacks to children and employees.

N. Food Supplies

Expenditures on cookware, disposable utensils, disposable serving dishes, disposable plates, napkins and other supplies associated with serving or preparing food.

O. Transportation and Field Trips

Expenditures necessary to provide local transportation or transportation for field trips, including expenses associated with purchase and maintenance of a van or other vehicle for use by the Child Care Center.

P. Telephone

Expenses for all telephone equipment and services.

Q. Painting and Redecorating

Materials and labor costs.

R. Janitorial Services

Materials and labor for daily cleaning of the Child Care Center.

S. Accreditation Fees

Fees charged by the Association for the Education of Young Children (NAEYC) as part of the accreditation process.

T. Administration

Vendor is financially responsible for the following administration and management expenses

- Consulting and administrative services
- Professional employment recruiting fee
- Bank service charges
- Legal and professional fees
- All applicable taxes
- Labor and labor relations
- Professional journal subscriptions and books
- Community contributions
- Employee parties and contributions
- Social or professional organization membership dues

U. Other

Other expenses not identified in this contract and which are not approved in writing by mutual agreement.

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3.6 Glossary of Terms for Revenue and Expense Items – College

The glossary revenues and expenses of Child Care Service related to this contract for which the College is responsible are as follows

- A. Utilities Expense**
Including electricity, internet access, hot and cold water, heat, gas, refrigeration.
- B. Pest Control**
Costs of premise pest control services, equipment and supplies.
- C. Snow Removal**
Costs of premise snow removal services, equipment and supplies.
- D. Rubbish And Garbage Removal**
Charges for removal of rubbish and/or garbage resulting from the Child Care Center.
- E. Recycling Materials Removal**
Charges for removal of recycled items resulting from the Child Care Center.
- F. Public Relations, Advertising, Promotions and Programs**
Expenses which are reasonable and mutually agreed relating to improved marketing of the Child Care Services. Standard promotion by McHenry County College will be College publications and other notices consistent with promotional guidelines.
- G. Campus Police**
The College will provide policing through the Campus Public Safety office.
- H. Auxiliary Services**
Vendor will be allowed use of the gymnasium, library.

3.7 Program Description

- A. Current Operational Capacity**
 - Total number of possible child care placements 55
 - Toddlers (15 through 36 months of age) 15
 - Preschoolers (30 months through six years of age) 40
- B. Operational Days & Hours**
Days and hours of operation are based on enrollment. Typically the Child Care Center will be open all days (Monday - Friday) when the college is in session. General hours of operation are 7:00 am – 6:00 pm. Vendor will provide an annual schedule to the Executive Dean of Education Career and Technical Education and Office of Public Safety on May 1st for the upcoming school year.
- C. Minimum Staff Child Ratios**
Vendor must, at a minimum, comply with the minimum staff to child ratios established by DCFS.
- D. Curriculum**
The curriculum will be developmentally appropriate, focusing on the individual social, cognitive and physical needs of the children. Vendor shall refer to the National Association for the Education of Young Children (NAEYC). Curriculum should align with the Early Childhood Education Program at the College and strategic plan.

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E. Educational Observation

Vendor will allow McHenry County College students who have completed and passed a background check the opportunity to observe, participate, and complete hands-on educational activities with children. In addition, the McHenry County College Early Childhood Education program may access the center during evening and weekend hours for educational purposes with prior approval of vendor.

F. Facility Location

The Center will be located at 8900 US Highway 14, Crystal Lake, Illinois. The facility has 2,891 square feet and includes three classrooms (each classroom has an individual bathroom), one director office, two observation rooms, one teacher work room, and a storage area. The center also includes a 5,593 square foot contiguous playground space with two outdoor storage structures.

G. Food Service

The Vendor will provide its own food services or partner with MCC's food service.

H. Racial, Ethnic and Cultural Diversity

Efforts will be made to maintain diversity among the staff, children and families participating in the program. The child care program curriculum will reflect recognition of and respect for each child's unique cultural heritage.

I. Staff Wages, Benefits and Working Conditions

Wages, benefits and working conditions are to be determined and administered by Vendor.

J. Fees

Fees charged to parents will be as reasonable as possible.

K. Tobacco Free Campus

MCC is a tobacco free campus. Violators of the tobacco-free policy will be referred to the appropriate administrative office for review and appropriate administrative action. Policy violations may also be subject to citations and/or fines issued by campus public safety/police. Vendor will inform and enforce with staff and parents.

- First citation -- \$50
- Second citation -- \$100
- Subsequent citations may be issued in an amount of up to \$250, depending on the nature of the violation.

L. College Policies

The successful Vendor is expected to follow all policies and procedures of McHenry County College and its Board of Directors. Official policies are located at www.mchenry.edu/board.

3.8 Information Contact

McHenry County College's agent for purposes of responding to inquiries about the RFP is

Name	Jennifer Jones
Title	Director of Business Services
Address	McHenry County College 8900 US Highway 14 Crystal Lake, IL 60612
E-mail address	jjones@mchenry.edu

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Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and McHenry County College shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her e-mail address. Anonymous inquiries will not be answered.

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4.0 ADDITIONAL RFP RESPONSE AND GENERAL CONTRACT REQUIREMENTS

4.1 Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either McHenry County College or the vendor.

4.2 Affidavit of Non-Collusion

All responding vendors are required to complete Exhibit B, the Affidavit of Non-Collusion, and submit it with the response.

4.3 Non-Discrimination

The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.

4.4 Sexual Harassment

An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.

4.5 Equal Employment Opportunity

To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

4.6 Insurance Requirements

The selected vendor will be required to submit an ACCORD Certificate of Insurance to McHenry County College's authorized representative prior to execution of the contract. The selected vendor agrees to notify McHenry County College within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the College. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract.

The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

- A. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Illinois, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease

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per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

- B. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims, sexual misconduct claims, and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be

General Liability & Auto Liability

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate

Professional Liability

- \$2,000,000.00 per occurrence
- \$5,000,000.00 per aggregate

Sexual Misconduct

- \$2,000,000.00 per occurrence
- \$2,000,000.00 per aggregate

Umbrella or Excess Liability

- \$5,000,000.00 per occurrence
- \$5,000,000.00 per aggregate

In addition, the following coverages must be included:

- Products and Completed Operations Liability
- Blanket Contractual Liability

All policies as shown above shall name McHenry County College, its Board of Trustees, employees, agents, volunteers as well as students participating in Child Care Services program as additional insureds. Coverage or the additional insured's shall be Primary and Non Contributory to any insurance written or available to MCC.

Upon award of this contract, Vendor shall provide the College with copies of all insurance policies, endorsements and schedules. McHenry County College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor.

4.7 State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract must be available for audit purposes to MCC and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

4.8 Illinois Trade Secret Act/Personal Information Protection Act

The vendor must comply with the Illinois Trade Secret Act (765 ILCS 1065/) and the Personal Information Protection Act (815 ILCS 530/) as it applies to all data provided by MCC, its schools and the Board of Trustees in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of MCC and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Illinois Trade Secret Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted

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- include a statement with its response justifying the trade secret designation for each item
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Board of Trustees, MCC, its agents and employees, from any judgments or damages awarded against the Board of Trustees or MCC in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MCC's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MCC.

4.9 Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

4.10 Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MCC may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, MCC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve MCC's rights.

4.11 Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Personal Information Protection Act (815 ILCS 530/), and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of MCC.

The vendor shall recognize MCC's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the Board of Trustees and McHenry County College from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

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4.12 Indemnification

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless McHenry County College, its board members, officers, employees, agents, volunteers as well as MCC students participating in the Child Care Services educational program from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liability including without limitations attorney fees arising out of, in connection with, or resulting from the possession, use, operation or use and operation of the premises as well as the Child Care Services facility at McHenry County College.

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5.0 RFP RESPONSES

5.1 Submission

Sealed proposals must be received at the following address not later than .April 5, 2013.

Institution	McHenry County College
Name	Jennifer Jones
Title	Director of Business Services
Address	8900 US Highway 14 Crystal Lake, IL 60012

The responder shall submit six (6) copies of its RFP response and a compact disc with the RFP response in Microsoft Word format. Proposals are to be in a sealed envelope or package addressed to Jennifer Jones at the above address. The responder's name and address must be clearly written on the outside and marked "Child Care Services Due Date April 5, 2013" in the lower left corner of the envelope. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

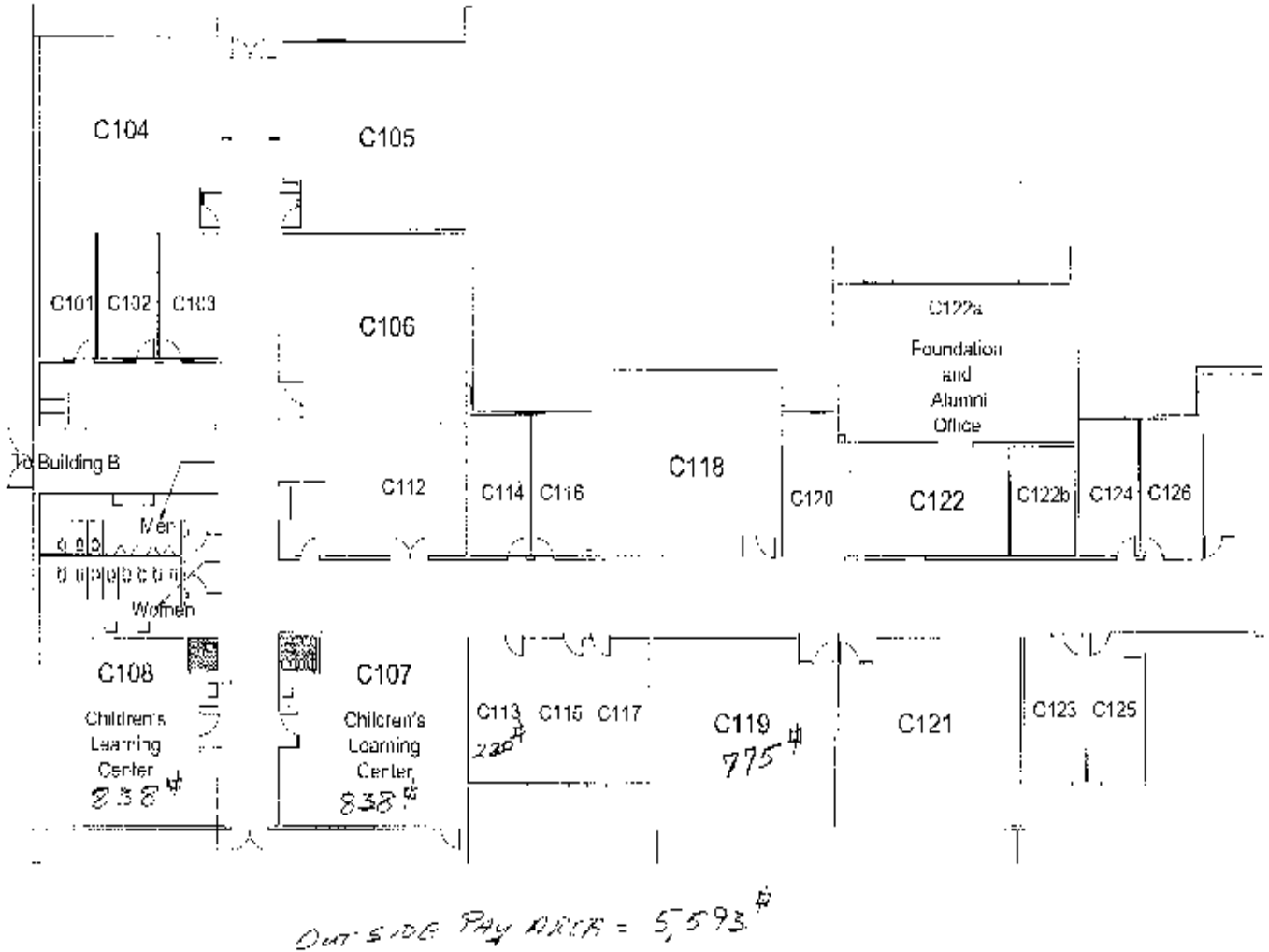
Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

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6.0 CHILD CARE OFFICE LAYOUT AND SQUARE FOOTAGE



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7.0 EXHIBITS

ALL EXHIBITS MUST BE RETURNED WITH THE BID DOCUMENTS

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**EXHIBIT A
Execution of Proposal**

Bid Submitted By and Authorized Signature The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document. All deviations from specifications and terms are in writing and attached hereto.

Bid Submitted by _____

Signature _____

Title _____

- The Owner/
Sole Proprietor Member of the
Partnership Officer of the
Corporation Member of the
Joint Venture

Company _____

Address _____

Email Address _____

Telephone _____

Fax _____

Date _____

Contract Person _____

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**EXHIBIT B
Affidavit of Non-Collusion**

CONTRACTOR CERTIFICATION
Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

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**EXHIBIT C
References**

List four References:

1. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME _____
TELEPHONE: _____
EMAIL: _____

2. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

3. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

4. COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT NAME: _____
TELEPHONE: _____
EMAIL: _____

