



Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting

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<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

Blue Ribbon Commission on Financing High Quality,
Affordable Child Care - Research Project

ISSUE DATE: February 22, 2016

QUESTIONS DUE BY: March 1, 2016 at 4:30 PM

DUE DATE and TIME: March 9, 2016 at 3:00 PM

SELECTION NOTIFICATION: Week of March 21, 2016

LOCATION OF BID OPENING: 10 Baldwin St, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: Linda Wortman
TELEPHONE: (802) 828-4658
E-MAIL: linda.wortman@vermont.gov
FAX: (802) 828-2222

1. OVERVIEW:

- 1.1. **OVERVIEW:** The Office of the Secretary of Administration of the Vermont Agency of Administration, referred to as the State for the remainder of this document, is seeking qualified bidders on behalf of the Blue Ribbon Commission on Financing High Quality, Affordable Child Care, referred to as the Commission for the remainder of this document, to support the work of the Commission by conducting and reporting on research, and economic analysis related to the care and education of young children, ages birth to five.
- 1.2. **BACKGROUND:** Created through Act 58, the Blue Ribbon Commission on Financing High Quality, Affordable Child Care is a temporary Commission, comprised of Administration officials, community members, business leaders, and organizational stakeholders. Statutorily slated to operate from September 2015 to November 2016, the Commission has been charged with investigating current funding and long-term financing options for high quality, early child care and education programs in Vermont.

The Commission was created to serve three primary purposes:

1. To inventory and review reports and recommendations issues over the last 10 year relating to high quality, affordable child care;
2. Determine the elements inherent in all quality child care programs; and
3. Make recommendations to the General Assembly and the Governor on the most effective use of existing public funding and additional funding opportunities.

The Commission has also been charged through statute with five primary goals:

1. To determine the total cost of providing equal access to voluntary, high quality, early care and education for all Vermont children, ages birth to five.
 - a. The Commission shall consider the needs and preferences of families, which may range along a continuum from partial day or partial year services to full day or full year services, and include nontraditional work hours as well as unusual business hours or a combination of these.
 - b. The Commission shall also consider various family compositions and income levels, and recommend the amount that families should pay towards the costs of high quality, early care and education based on a sliding scale.
2. To work in coordination with ongoing efforts of Vermont's Early Learning Challenge – Race to the Top grant, Vermont's PreK Expansion Grant, and Vermont's implementation of 2014 Acts and Resolves No. 166 – Universal PreK.
3. To examine current policies in Vermont's Child Care Financial Assistance Program (CCFAP) in relation to national trends and innovation in subsidy practice, as well as the relationship between CCFAP and other public benefits, taking into consideration the overall impact on families, and recommend changes to maximize the use of CCFAP to support affordable access to high quality, early care and education for eligible families.
4. To review and identify all potentially available funding for high quality, affordable early care and education – as well as complete an analysis of funding mechanisms others states, regions, and countries use currently.
5. To explore possible funding sources for equal access to voluntary, high quality, early care and education for all Vermont children ages birth to five, including investigating current tax credits, and public funding sources and the possible reallocation or expansion of tax and fee revenues.

The Consultant will work with the Commission, the Office of the Secretary of Administration at the Agency of Administration, the co-chairs of the Commission and the Commission's staff person to support the Commission in fulfilling its purposes and goals.

- 1.3. **CONTRACT PERIOD:** This term of the contract(s) arising from this RFP shall be for an anticipated period of March 15, 2016 through January 31, 2017. This contract will support a fixed-term Commission and does not have the option for renewal.
 - 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **Linda Wortman**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Linda Wortman**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.
 - 1.5. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
 - 1.6. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **February 25, 2016 at 4:30 PM**. Questions may be e-mailed to linda.wortman@vermont.gov. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
 - 1.7. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.
2. **DETAILED REQUIREMENTS:** In order to fulfill its purposes and meet its goals, the Commission seeks a Contractor (or Contractors) to work with the Commission to research, analyze and produce findings in the form of a final report on the following objectives:
- 2.1. **Deliverable 1: DETERMINING FINANCING OPTIONS** - Explore and identify potential funding sources for Vermont's current system of early care and education to enhance quality and affordability of existing programs.
 - The Commission will be able to provide the Contractor with a fluid and working definition of "high quality" for the purposes of this research. This definition will include components and principles of a high quality program.
 - As part of the investigation, the Contractor will be asked to examine current policies in Vermont's Child Care Financial Assistance Program (CCFAP), including amount of subsidy payments to providers and family eligibility income limits, in relation to national trends and innovation in subsidy practice, as well as the relationship between CCFAP and other public benefits, taking into consideration the overall impact on families and recommend changes to the program to maximize the use of CCFAP to support high quality child care and education for eligible families.
 - This exploration should include the investigation of the reallocation, restructuring, and/or expansion of current finance options, taxes, fees and revenues, as well as the investigation of new financing options that could include new taxes and fees, financial funding and support from the business community, and/or private investment from local philanthropic partners. In addition, this exploration should include an index of existing funding mechanisms (parent, state and federal contributions).
 - This exploration should include an in depth examination of how other states (regionally, and nationwide), and countries pay for early childhood care. The Contractor will be asked to

provide recommendations to the Commission in the final report regarding innovative, and new ways to finance the early childhood system and expansion.

- 2.2. **Deliverable 2: DETERMINING AFFORDABILITY** - Determine the total cost to provide equal access to high quality, early child care and education for all Vermont children ages birth to five.
- As part of this investigation, the Contractor will be asked to analyze and develop recommendations on proposed amounts families should pay towards the cost of child care.
 - The Contractor will also be asked to work in parallel with the Commission's meetings and timeline, and help cost-out their definition of high quality to determine what the cost of an aspirational high quality program would be. This investigation should take into account accessibility of programs, access to programs, and the capacity obstacles that some regions in Vermont face.
 - The Contractor will be asked to help determine what the definition of affordable is for Vermont families, on a sliding scale determined by eligibility.
 - The Contractor will be asked to determine which geographic areas in Vermont have current child care needs; this can and should include: which areas are in need of programs, and what capacity is also needed.
 - The Contractor will be asked to use the Commission's definition of "high quality" to determine current capacity of programs that would qualify under the Commission's definition.
- 2.3. **Deliverable 3:** Analyze the economic impact that Vermont's early childhood care and education system has on the state's economy by updating and analyzing an economic impact study that was last conducted in 2002.
- 2.4. **Project Management:** The Contractor will be accountable to the Commission's Administrator and the co-chairs of the Commission, and hold responsibility for the project objectives, schedule, and adherence to contract provisions. The Contractor must abide by all Vermont Agency of Administration standards and protocols and defined by the Agency, Commission, Co-Chairs, or Administrator.
- 2.4.1. The State shall require, at a minimum, the following Project Management Deliverables:
- Contractor PM to work with the Commission's Administrator to finalize a detailed project work plan. The selected vendor shall maintain and update the project plan on a regular basis (at least weekly, if not daily).
 - Project kickoff meeting.
 - A detailed Project Management Plan (PMP).
 - Weekly project status reports as defined above.
 - Up-to-date project issues log.
 - Up-to-date risk log.
 - Weekly project team meetings which shall include meeting agendas and meeting discussion log, action items and update issues and risk logs accordingly.
- 2.5. **Communication Expectations:** The Contractor will be expected to work collaboratively with the State and the Commission to conduct research activities to support the work of the Commissions, including the participating in occasional in-person and/or video/audio conference planning meetings, based on a schedule to be included in the final contract. The Commission reserves the right to call meetings with the Contractor to address any outstanding topics, issues or information not address during regularly scheduled meetings.

2.5.1. The Commission meets the third Thursday of every month, from 10-12:30 in the fourth floor conference room in the Pavilion building in Montpelier. It is expected that the Contractor(s) attend each meeting either in person or via conference.

2.5.2. Additionally, the Contractor will be responsible for providing status and informational updates to the Administrator, Co-Chairs and Commission. The Commission anticipates that the Contractor's status reports will include the following:

- Monthly updates and reports of analysis, research and findings (final schedule for interim reporting finalized in the final contract)
- Input and assistance in planning agendas for the Commission's monthly meetings – this will include reaching out to expert witnesses, gathering information and providing an update on relevant topics in accordance with the Commission's schedule.

2.6. **Work Location:** The Contractor(s) will be expected to attend occasional in-person meetings and a series of in-person community-based information gathering sessions (forums). Travel throughout Vermont is anticipated, and expenses related to travel should be incorporated in responses to this RFP. Office space will be provided in Montpelier located in or near the office of the Agency of Administration. Occasional exceptions to this rule may be established by mutual agreement between the vendor and the Commission's Administrator.

2.7. **Ownership of Intellectual Capital:** The Commission will have ownership and all rights to the findings, recommendations and documentation designed, developed, and/or utilized for this project.

2.8. **Work Product Ownership:** Upon full payment by the State, all products of the Contractor's work, including surveys, notes, outlines, written documents, reports, charts, specifications, estimates, data and technical findings, as well as all materials that originate for the purposes of the research, and/or are utilized for the project, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.

3. **GENERAL REQUIREMENTS:**

3.1. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration. The Commission, and the work of the Commission, if funded through a grant from a non-profit, community partner agency. As a result of the grant terms, payments will be made in three installments to the Contractor(s). At the time of the signing of the contract, on the scheduled delivery and acceptance of the final report, and another made no later than January 31, 2017.

3.1.1. **Retainage:** The State will hold back 10% of each deliverable payment as retainage. Upon completion of all deliverables to the satisfaction of the State, all retainage withheld will be paid to the Contractor in full, subject to the terms and conditions of the Contract.

3.2. **CONTRACT TERMS:** The selected Contractor(s) will sign a Contract with the Office of the Secretary of Administration and the Commission to carry out the specifications, activities, and tasks detailed in the Contractor(s) proposal. Terms and conditions from this RFP and contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. The Office of the Secretary of Administration and/or the Commission reserve the right to cancel the contract if it is discovered that a contractor is in violation of any portion of the agreement, including the inability by the contractor to meet deliverable benchmarks, information and/or services offered in the contractors' response to this RFP.

3.3. **WORKER'S COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT:** The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

3.3.1. **Self-Reporting: Workers' Compensation; State Contracts Compliance Requirement:**

- (a) (1) Bidder is required to self-report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.
- The bidder is required to report information on any violations that occurred in the previous 12 months.
- **This form must be completed and submitted as part of the response for the proposal to be considered valid.**

3.3.2. Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement:

- Upon award of contract, **and prior to the commencement of work**, the successful bidder agrees to comply with Subcontractor Reporting requirements in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 as follows:
- Provide a list of subcontractors to be used on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is included in the bid package.
- Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

3.4. **ECONOMETRIC MODELING:** The Department of Buildings and General Services in accordance with Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation. Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling.

For bid amounts exceeding \$100,000.00 bidders are required to complete and submit the Econometric Modeling Questionnaire included as part of this RFP at time of bid.

- 3.5. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering services and shall specify the address to which payments will be sent.
- 3.6. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

This contract may only be canceled by the State by giving written notice at least 30 days in advance.

- 3.7. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

3.7.1. At a minimum, a bidder must have the following qualifications to bid on this project: Knowledge of the terminology in early childhood education, experience in economic research, as well as analysis experience.

3.7.2. Evaluation Criteria: Consideration shall be given to the following factors.

Evaluation Factors	Total Points for This Criterion
Experience and Expertise	40%
Fee Structure	30%
Project Approach, Timeline	15%
Project Team	15%

3.8. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

3.9. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.10. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

3.11. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

3.12. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

3.13. **AMENDMENTS:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

3.14. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

- 4.1. **NUMBER OF COPIES:** Submit two (2) copies and one (1) electronic copy (e.g. thumb drive, CD-ROM copy, etc.)
- 4.2. **EXPERIENCE AND EXPERTISE.** Provide a full description of the experience and expertise you have had in conducting and reporting on research, and economic analysis related to the care and education of young children, ages birth to five.
- 4.3. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.4. **PROJECT TEAM:** Provide information specific to the personnel assigned to accomplish the work called for in this RFP. Provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the title, resume, and description of the type of work the individual will perform about each person listed.
- 4.5. **PROJECT APPROACH AND TIMELINE:** Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, and successful scheduling. Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline.
- 4.6. **REPORTING REQUIREMENTS:** Provide a sample of your current reporting document.
- 4.7. **FEE STRUCTURE: Define Pricing Requirements.** Complete the attached **PRICE SCHEDULE.**
- 4.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.9. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SELF REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.10. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SUBCONTRACTOR REPORTING:** This form must be completed and submitted upon award of contract, and prior to the commencement of work.
- 4.11. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.12. **ECONOMETRIC MODELING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
5. **SUBMISSION INSTRUCTIONS:**
 - 5.1. **CLOSING DATE:** The closing date for the receipt of proposals is **March 8, 2016 at 3:00 PM.**
 - 5.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.
 - 5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**
 - 5.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.
 - 5.3.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

5.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

5.4. DELIVERY METHODS:

5.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

5.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

5.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.4.4. ELECTRONIC: Electronic bids will not be accepted.

5.4.5. FAX BIDS: FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

6. ATTACHMENTS:

6.1. Attachment C: Standard State Contract Provisions (September 1, 2015)

6.2. Certificate of Compliance

6.3. Price Schedule

6.4. Offshore Outsourcing Questionnaire

6.5. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

6.6. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

6.7. Econometric Modeling Questionnaire