



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Astoria  
PARKS & RECREATION

## BACKGROUND

The City of Astoria has provided childcare services for over ten years at the Sprouts Learning Center (formerly Lil' Sprouts Academy), a program managed and staffed by the Parks and Recreation Department. After growing to an enrollment of approximately 60 children, ages 6 weeks to 5 years, Sprouts was moved from its original location in the Astoria School District's Gray School building in 2020 to make space available for the District's remote learning hub when schools were closed due to COVID 19. The program was relocated to the former Astoria Recreation Center in fall 2020 after Parks Maintenance staff made significant upgrades to the building in order to safely house childcare operations; including adding a monitored fire alarm system throughout the facility, installing sinks and toilets for all care spaces, and upgrading childcare supplies and furniture. The 10,000 square foot facility features five classrooms, three indoor open-play spaces, a commercial grade kitchen, fenced outdoor playground, administrative offices, a staff kitchen/break room, and storage spaces.

Due to rising costs of part-time labor, constraints that the City faces to offer full time employment to additional staff, and conflicting priorities to support and offer programming and activity opportunities to the community at the Astoria Aquatic Center, the Parks and Recreation Department has been directed by the City Council to seek a private provider that can take on existing childcare services at Sprouts Learning Center and expand the program to increase its utility to the community. There are currently ~15 part-time staff members who are fully trained as childcare providers that work at the facility, staff members interested in being employed by the selected private provider could be available for full-time or part-time employment, negotiated by the individuals and the selected provider.

## GENERAL STATEMENT OF WORK

The City of Astoria is seeking submissions from qualified professional childcare providers interested in taking on the services offered at the City's childcare facility. This will include supervision of daily operations, billing, communication with families, training and staff management, and any other items related to childcare. The selected entity or individual will enter into a lease agreement that will mandate responsibilities of the provider and the City which will include the requirement of certification of the center through the Oregon Early Learning Division and certification by Department of Human Services as a program that can accept DHS subsidy-qualifying families. Submissions will be evaluated in order to find a viable individual or group that can enter into a long-term lease agreement and provide childcare services on a for-profit basis which will maintain and enhance the existing care options available and increase capacity for additional families in the Astoria area to obtain childcare.

## QUALIFICATION STATEMENT REQUIREMENTS

Please provide information that will describe your qualifications and capabilities and explain why you are the right person or organization for this partnership. Qualification information must be received no later than **DECEMBER 10, 2021 at 5pm** at the email address below. Qualifications received after the appointed time will be denied without review.

Items to be included in the each response:

- Cover letter explaining desire to enter into this partnership and lease agreement
- Philosophy and method of running a childcare program **NOTE:** as a public/private enterprise, faith-based or religious childcare proposals may not be considered
- Descriptions of staff roles, indicating full and part-time positions, and basic pay scales
- Proposed monthly rates for services **NOTE:** rate increases for existing families in the program must be delayed for one (1) calendar year from the start of the agreement and may not exceed 10% at that time. Increases after the first year will be at the Provider's discretion. See Attachment B for current rates
- Technology and tools that will be used to manage and enhance the childcare program
- Descriptions of certifications and trainings associated with childcare for key staff and resumes detailing work experience. All existing staff/key personnel identified in the response must have at least two (2) references listed that can provide confirmation of past childcare experience
- Explanation of ability to sustain existing care and expand opportunities to add families to program
- Demonstrated financial management and business experience in childcare industry, examples of billing and account management processes
- Experience with ELD & DHS certification, include dates of current/prior certification, reason for expiration, etc.
- Process for outreach and communication with families
- Any other relevant information you feel may be helpful in our evaluation

## EVALUATION CRITERIA

The individuals/organizations will be evaluated and ranked based on proven experience, demonstrated expertise, and technical ability. In addition to this rating process, applicants may be asked to participate in a follow up on-site interview and evaluation, depending on the volume and quality of submittals received.

1	Childcare Program Management Experience	20 Points
2	Quality of Proposal and Submitted Documents	10 Points
3	Demonstrated Ability to Manage and Retain Staff	15 Points
4	Childcare Philosophy and Approach	15 Points
5	Experience with Financial Practices and Business Management	20 Points
6	Experience with Childcare Certifications and Regulatory Agencies	20 Points
	<b>TOTAL</b>	<b>/100 Points</b>

## SAMPLE LEASE AGREEMENT

Attached to this RFQ is a sample lease that provide examples of the potential agreement elements that will be presented for negotiation with the selected provider, listed as Attachment A. This is intended as an example and reference only and does not necessarily contain language that will be used in the final lease document.

## SITE VISIT

Interested applicants are encouraged to visit the facility to learn more about the current operation and layout of use spaces. Visits must be arranged in advance and are subject to staff availability, please email Brianna Bowker, Recreation Manager, at [bbowker@astoria.or.us](mailto:bbowker@astoria.or.us) to request a tour of the facility.

## DELIVERY OF QUALIFICATION STATEMENTS

Email qualification statement no later than **DECEMBER 10, 2021 at 5pm** to:

Jonah Dart-Mclean, Director of Parks and Recreation, at [jdart@astoria.or.us](mailto:jdart@astoria.or.us)

## RE: CHILDCARE PARTNERSHIP RFQ RESPONSE

Any qualification statements received after the above specified time will not be considered.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest. Responses submitted to this RFQ do not guarantee any further consideration and the City will make its selection based on the criteria stated above.

Address questions, comments or concerns to Jonah Dart-Mclean, Parks and Recreation Director at (503) 298-2467 or [jdart@astoria.or.us](mailto:jdart@astoria.or.us).

Attachment A

**\*\*EXAMPLE\*\***  
CHILDCARE CENTER LEASE

THIS INDENTURE OF LEASE is made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between CHILDCARE BUSINESS, hereinafter called Lessee, and the City of Astoria an Oregon Municipal Corporation, hereinafter called Lessor.

In consideration of the covenants and agreements herein contained, Lessor does hereby agree to lease to Lessee five classrooms and all associated use spaces required to run a childcare center, as shown on the attached map, at 1555 W. Marine Drive, Astoria OR 97103 . Lessee shall be entitled to use all supplies, toys, and materials provided onsite when Lessee takes possession.

Term: This lease is for a period of one year beginning \_\_\_\_\_and ending \_\_\_\_\_.

Rent: Lessee shall pay rent for said term on the first day of each month in the sum of \$\_\_\_\_\_ per month.

Place to Pay: Rental is to be paid to Lessor at 1095 Duane Street, Astoria, Oregon.

Use of Premises: Unless the written consent of Lessor be otherwise obtained, Lessee shall use said property only for the purpose of operating a certified childcare center for residents of Astoria and surrounding areas. In the operation of the childcare center Lessee shall:

- a. maintain center certification in good standing with Oregon's Early Learning Division, proof of certification must be provided to the Lessor prior to the start date of this agreement and renewals must be presented to the Lessor within 30 days of the certification's expiration
- b. Lessee must maintain Department of Human Services Subsidy Program certification, proof of certification must be provided to the Lessor prior to the start date of this agreement and renewals must be presented to the Lessor within 30 days of the certification's expiration
- c. Families in good standing with children in the childcare program at the start of this Agreement must be offered a guaranteed space to continue care with Lessee as the operator. Existing families are exempt from price increases for tuition for a minimum of one (1) calendar year from the date the agreement is signed. After that time period, tuition prices may not be raised more than ten percent (10%) of the existing monthly rate for care for the next calendar year. Increases after that time period may be dictated by the Lessee.
- d. At all times, Lessee must offer to serve families with children ages six (6) weeks to five (5) years.

Lessee shall make no unlawful, improper, or offensive use of the property, nor any use which will in any way tend to create a nuisance or disturb any tenants in the neighborhood, nor permit any condition or operation on said property which shall in any way be in violation of any federal, state or municipal rules, regulations, laws or ordinances now in effect or which may be enacted or put into effect during the term hereof.

Lessee may not discriminate on any basis related to individual's race, color, religion, sex, national origin, gender identification, marital status, age or disability.

Lessee shall refrain from storing on or discharging from or onto the property any hazardous wastes or toxic substances defined in 42 USC §§ 9601 - 9657.

Lessee will not allow the property to fall into such a state of disrepair or disorder as to increase the fire hazard thereon; neither will Lessee use said property in such a way or for such a purpose that the fire insurance rate on the building located on the premises is thereby increased.

Lessee make all required filings and applications with the Clatsop County Assessor and shall pay all taxes which accrue against the premises and its personal property situated in the premises before any delinquency or default.

Maintenance: Except as otherwise provided in this lease, Lessee shall maintain the property in good order and repair, including but not limited to any building or other improvement now or during the term situated on the premises. .

Lessee shall promptly replace all glass which may be broken or cracked during the term of this lease in any window or door on the property with as good or better quality and kind as that in use before it was so broken or cracked.

Lessee shall at all times keep the sidewalks adjacent to the property or adjacent to any building on the property free and clear of ice, snow, rubbish, debris and obstructions; and tenant will not permit ice, snow, rubbish or debris to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof and will hold harmless and protect Lessor from any injury whether to Lessor or to Lessor's property, or to any other person or property caused by Lessee's failure in that regard. In the removal of snow, Lessee shall take all necessary precautions to avoid damage to the roof.

Lessor agrees to provide the sum of \$\$\$\$ annually toward Lessee's maintenance obligation for upkeep of the facility. This annual allocation must be fully utilized annually by Dec. 31<sup>st</sup> of each calendar year.

Notwithstanding any other provisions of this lease, it is understood and agreed that Lessor shall maintain in good order and repair the exterior walls, roof, gutters, downspouts, structural portions, and foundations of the building now situated on the property. Lessor shall also maintain any heating and air conditioning system, interior

wiring, plumbing and drain pipes to sewers, and light fixtures now or during the term of this lease situated on the property. Lessor's obligation to maintain in good order and repair requires Lessor to do so within a reasonable time after receiving notice of the need for maintenance or repair.

Relinquishing Possession: At the term of this lease or upon any earlier termination thereof, Lessee will deliver up said leased property and all future erections or additions thereto upon the same, broom clean, to the Lessor peaceably, quietly in as good or better order and condition as the property is now or may hereinafter be placed, reasonable use and wear thereof, fire and other unavoidable causes excepted. At such time Lessee shall also deliver all keys to Lessor.

Further, at such time if Lessor so directs, Lessee shall remove any and all fixtures installed by Lessee which would otherwise remain the property of the Lessor and shall repair any physical damage resulting from the removal. If Lessee fails to remove these fixtures, Lessor may do so and charge the cost to Lessee with interest at 9% per annum from the date of this expenditure.

Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of the Lessee failing which it shall be assumed that Lessee has abandoned this property and Lessor may retain the property. All rights of the tenant with respect to this property shall cease within twenty days after written notice is given by Lessor to remove this property. Lessee shall be liable to Lessor for the cost of removal, transportation, and storage of this property with interest thereon at 9% per annum from the date of the expenditure by Lessor until paid.

Alterations: Lessee shall not allow or permit any waste or strip of the property, or permit or make any alterations, changes, or additions in or to the property without first obtaining written consent of the Lessor.

Unless otherwise expressly agreed upon in writing, all alterations, changes, and additions made in or to the property shall be the expense of the Lessee.

Improvements: All buildings and other improvements placed on the property and all partitions, plumbing, plumbing fixtures, heating and air conditioning equipment, electrical wiring, electrical fixtures and lights and all other additions to and improvements upon the leased property, whether installed by Lessor or Lessee, shall be and become part of the leased property as soon as installed by Lessee or Lessor and the property of Lessor unless otherwise herein provided.

Notwithstanding the above paragraph, it is understood and agreed that all trade fixtures and equipment which may be placed by Lessee in or to the property shall remain Lessee's personal property regardless of the manner any such equipment and fixtures may be attached to the property. Lessee, at its own expense, shall repair any damage done to the property as due to removal of such items and shall, if Lessor so requests, replace any property of Lessor which may have been previously removed and replaced by equipment or fixtures installed by Lessee and removed hereunder.

Liability Insurance Indemnity: During the term of the lease, Lessee shall carry liability and property damage insurance and automobile liability insurance in a responsible company or companies with limits of not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273. Such insurance shall cover all risks arising directly or indirectly out of the Lessee's activities on or any condition of the leased premises and shall protect Lessee against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days written notice to the Lessee prior to any change or cancellation shall be furnished to the Lessor within thirty (30) days of execution of this Agreement.

Such insurance shall include Lessor and its officers and employees as Additional Insured but only with respect to Lessee's activities to be performed under this Agreement. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Agreement, Lessee shall furnish a certificate to Lessor from each insurance company providing insurance showing the Lessor as an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days written notice to the Lessee prior to any change or cancellation shall be furnished to the Lessee within thirty (30) days of execution of this Agreement

Lessee shall indemnify and hold Lessor harmless against any and all claims and demands arising from the negligence of Lessee, its officers, agents, invitees and/or employees as well as those arising from the Lessee's failure to comply with any covenant of this lease on its part to be performed, and shall at its own expense defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action.

Right of Assignment: Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein or permit any other person or persons whomsoever to occupy the property without the written consent of the Lessor being first obtained in writing; the lease is personal to said Lessee; Lessee's interest, in whole or in part, cannot be sold, transferred, seized or taken by operation of law or by virtue of any execution or legal process.

Lessor's Right of Entry: It shall be lawful for Lessor, his agents and representatives, at any reasonable time to enter into or upon the leased property for the purpose of examining the condition thereof, or for any other lawful purpose.

Liens: Lessee will not permit any lien of any kind, type or description to be placed upon the leased property or any part thereof.

Damage by Casualty, Fire and Duty to Repair: In the event of the destruction of the building in which the leased premises are located by fire or other casualty, either party may terminate the lease as of the date of the fire or casualty, provided, that in the event of damage to the building by fire or other casualty to the extent of 50% or more of the value of the building, the Lessor may or may not elect to repair the building, written notice of Lessor's election shall be given Lessee within fifteen days after the occurrence of the damage; if this notice is not given, Lessor conclusively shall be deemed to have elected not to repair; in the event Lessor elects not to repair the building, this lease shall terminate with the date of the damage; but if the building is partially destroyed and the damage shall not amount to the 50% indicated above, or greater than this extent and Lessor elects to repair, then Lessor shall repair the building with all convenient speed and shall have the right to take possession and occupy to the exclusion of Lessee all or any part of the building in order to make the necessary repairs, and Lessee hereby agrees to vacate upon request all or any part of the building which Lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the leased premises by Lessee shall warrant; however, if the premises are only slightly injured and the damage shall not cause any material interference with the occupation of the premises by Lessee, there shall be not abatement of rent and Lessor shall repair the damage with all convenient speed.

Waiver of Subrogation Rights: Lessor shall not be liable to Lessee for loss arising out of damage to or destruction of the leased premises, or building or improvement of which the leased premises are a part or with which they are connected, or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by negligence of the Lessor, it's agents, servants or employees. Lessee agrees that the rentals reserved by this lease have been fixed in contemplation that it shall fully provide its own insurance protection at its own expense and that Lessee shall look to its insurance carrier for reimbursement for any such loss, and further that the insurance carriers involved shall not be entitled to subrogation under any circumstances against Lessor. Lessee shall not have any interest or claim in Lessor's insurance policy or policies or the proceeds thereof unless specifically covered therein as a joint assured.

Lien for Unpaid Rent: If Lessee shall default in the performance of its covenants to pay rent, Lessor shall have a lien for the unpaid rent upon the personal property of Lessee located upon the leased property, and may enter and take possession of this personal property and sell it at public or private sale with or without notice to Lessee, and apply the net proceeds of such sale upon the unpaid rent, without waiver of any other right or remedy herein provided.

Termination. This Agreement may be terminated any time by mutual consent, or by either party upon 180 days' notice. No such termination shall prejudice any right or

obligation of either party already accrued prior to the effective date of termination.

Default: In the event that:

1. Lessee is in arrears on the payment of rent for a period of ten days after it becomes due, or
2. Lessee fails or neglects to do, keep, perform or observe any of the covenants and agreements of this lease and such default shall continue for ten days or more after written notice of such failure is given to Lessee, or
3. Lessee shall be declared bankrupt or insolvent according to law, or
4. Any assignment of the Lessee's property shall be made for the benefit of creditors, or
5. On the expiration of this lease, Lessee fails to surrender possession of the leased property,

then in any of these cases or events, Lessor or those having Lessor's estate in the premises may terminate the lease lawfully at its option immediately or any time thereafter, without demand or notice, enter into and upon the lease property and repossess the same, expelling Lessee and those claiming by, through and under Lessee; removing Lessee's effects at Lessee's expense, forcibly if necessary, and store the same; all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or proceeding breach or covenant.

Holding Over: In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of the lease but shall only create a tenancy from month to month which may be terminated at will at any time by Lessor.

Attorney Fees and Court Costs: In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease or to collect the rental which may become due hereunder, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such action and in the event any appeal is taken from any judgment in such action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney fees on appeal. Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's reasonable attorney fees that shall arise from enforcing any provision or covenant of this lease, even though no suit or action is instituted.

Waiver: Any waiver by Lessor of a breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Notices: Any notices required by this lease to be given by one party to the other shall be sufficient if in writing contained in a sealed envelope, deposited in U.S. registered mails with postage fully prepaid to Lessor at 1095 Duane Street, Astoria, OR 97103 and to Lessee at \_\_\_\_\_. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in the U.S. registered mail.

Heirs and Assigns: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to inure to the benefit of and bind the heirs, executors, administrators, successors and, insofar as this lease is assignable by the term hereof, to the assigns of such parties.

In construing this lease, it is understood that the Lessor or Lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter; and that generally all grammatical changes shall be assumed and implied to make the provisions hereof equally applicable to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate the day and year first above written, any corporation signature being by authority of its board of directors.

**CITY OF ASTORIA**

**CHILDCARE BUSINESS**

\_\_\_\_\_  
Bruce Jones, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Brett Estes, City Manager

*1095 Duane Street  
Astoria, OR 97103*

*ADDRESS  
ADDRESS*

*Tax ID Number: 93-6002118*

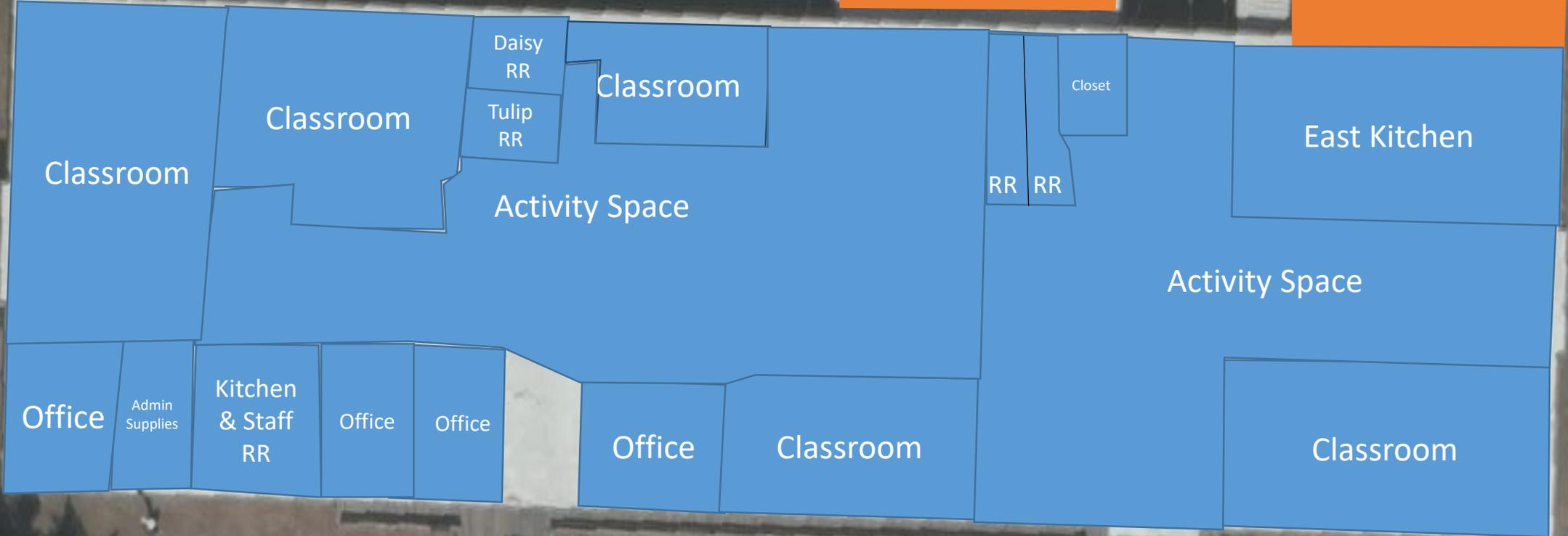
APPROVED AS TO FORM: \_\_\_\_\_  
Blair Henningsgaard, City Attorney

Outdoor Play Space



Parks Storage

Parks Storage



Map of Use Spaces for Private Childcare Provider

# Attachment B

Current Price List

<b>Age Group</b>	<b>Monthly</b>	<b>MWF</b>	<b>T/Th</b>
Infant	\$900	\$675	\$495
Toddler	\$780	\$585	\$430
Preschool	\$660	\$495	\$365