

Request for Proposals

Child Care Services

Capital Community College
Purchasing Department
950 Main Street
Hartford, CT 06103

RFP CCC2001

Date Issued: 1/30/2020

Proposals Due: March 10, 2020 2:00PM

Please direct questions concerning this Request for Proposal to
Carrie Benyei
860-906-5066 or cbenyei@ccc.commnet.edu

**After School Childcare at Capital Community College
RFP CCC2001**

I. Introduction

Capital Community College (CCC) is requesting proposals from interested childcare programs ("Contractors") to manage and operate an evening school-age childcare classroom at a location to be provided within Capital Community College located at 950 Main Street in Hartford, CT. The childcare services are provided as a benefit to evening students looking to pursue degrees.

The selected Contractor must be willing to enter into a written agreement with CCC to provide all services required herein. It is the intent of Capital Community College to enter into a contract with the successful Contractor for a one-year initial term. The contract may be renewed for an additional three-year term period under the same terms and conditions.

II. Scope of Services

The Contractor shall:

Operate the childcare center during the Fall and Spring semesters, Monday through Friday from 5:00 PM- 9:00 PM for approximately 18 children ages 5-12. The center will be closed when the college is closed or classes are not held. There is the potential to have Saturday hours in the future if the need exists.

Comply fully with the rules and regulation required by the CT Office of Early Childhood Licensing Division. The Contractor must obtain their own license from the CT Office of Early Childhood Licensing Division. The contractor will comply with the rules and regulations required by the City of Hartford Department of Health and Human Services – Environmental Health Division.

The Contractor is responsible for training all employees in the security requirements of CCC, and will be responsible for enforcing the security rules as they apply to his employees. CCC shall furnish all keys necessary to the Contractor for access to the Child Care location. All keys remain the property of CCC and shall not be duplicated by the contractor or any of his employees. All keys shall be returned to CCC upon request. A charge will be assessed for any keys not returned. Contractor will assume cost of re-keying buildings if keys are lost or stolen by him or his employees.

Manage the day-to-day operations of the classroom including the collection of revenues.

Provide childcare staff, as required, who meet the minimum requirements of the CT Office of Early Child Licensing Division; preference will be given to those who

employ childcare providers who are at least 18 years of age and have at least a high school education completed with at least one-year experience in child development or early childhood. A preference to hire college students is preferred.

Develop policy and procedures for the school-age classroom. These policy and procedures must be available to the Capital Community College Equity, Diversity and Inclusion Center (CCC EDI)

Provide age-appropriate developmental curriculum for all school-age children to include activities to promote gross motor, fine motor, cognitive, language, and social development skills which will encourage the development of self-esteem and respect for others.

Supply indoor toys, curriculum materials, computer, cubby holes, and other supplies as necessary to develop and challenge the wide range of children in the school-age classroom.

Priority will be given to Capital Community College students. The College will consider placing children whose parents are CCC employees and lastly, providing care for children of community members on the provision that they may be displaced from the program if a CCC college student requests placement for a child. If displacement occurs, ample time will be given for families to make alternate childcare arrangements.

Develop and implement an equipment tagging and inventory system that will permit the ready identification of equipment supplied by the Contractor and that supplied by the College.

Develop and implement an emergency evacuation program in compliance with Capital Community College's evacuation policy and licensing requirements. Implement and practice daily safety procedures.

Changes in all fees or other costs must be submitted to Capital Community College Equity, Diversity and Inclusion Center (CCC EDI).

Clean and sanitize toys daily.

III. Capital Community College Shall:

1. Provide a childcare classroom and maintenance including:
 - a. Water, heat, electric, and janitorial supplies to include toilet paper, soap, and paper towels.
 - b. Empty and replace liners for all wastebaskets and garbage cans; remove all trash, and vacuum.
 - c. Clean and sanitize all restrooms daily.
 - d. Repair CCC building assets and equipment as needed.
 - e. Provide parking near the Day Care Center for staff.

- f. Provide telephone equipment, and local dial tone within the childcare center.
- g. Provide building security at all times.

IV. Contractor's Costs/Fees

Calculation of Contractor's proposed fees and costs for childcare services should not include items covered in Section IV.

V. Proposal Submission Requirements/Criteria

All proposals submitted for evaluation must include, but are not limited to, the following information. Proposals will be evaluated and ranked by a selection committee. A select number may, if it is in the best interest of Capital Community College, be invited for an interview. Capital Community College reserves the right to request a best and final offer.

Section 1 - Responsiveness to the RFP: 30%

This section shall demonstrate the content and quality of programming and responsiveness to program goals identified in the RFP, shall demonstrate the ability to consult on the build-out of a child care facility, and proposed operation and management of the child care center on a day-to-day basis, and include a proposed budget itemizing expenses.

1. List type of business: i.e. sole proprietor, corporation, or partnership. List all officers or the person authorized to commit your firm to the proposal submitted.
2. Provide information that their current CT Office of Early Childhood Daycare License is in good standing.
3. Describe your organization:
 - a. Number of years in business.
 - b. Organizational chart and corporate structure.
 - c. List day care centers being operated, include contract names, addresses and phone number.
4. Describe your proposed curricula (including enrichment programs and learning goals which encompass activities to promote gross motor, fine motor, cognitive, language, and social development skills). Include samples of your curriculum materials:
 - a. Describe your approach to diversity and multi-cultural curriculum.
 - b. Describe your program policy pertaining to the discipline of children.
 - c. List equipment you would provide to operate a childcare center.

5. Describe your organization's philosophical approach to childcare.
6. Describe your methodology for encouraging parents to provide healthy meals and snacks. Please describe how you will ensure that each parent provides their child with dinner as this will be an evening program.
7. A description of methods used to facilitate communication between the staff and parents (daily feedback reports, descriptions of incidents such as biting or accidents, etc.)

Section 2 - Firm and staff qualification: 40%

This Section shall demonstrate the experience of your firm and experience of each of your care givers. If staff members would need to be hired, include the job description and certifications you would require.

1. Describe how the evening school-age childcare classroom will be operated and managed on a day-to-day basis.
 - a. Identify number of staff, position title, and area of responsibility assumed under this contract.
 - b. Provide proposed organizational chart.
 - c. Include resume for the Site Director.
2. Address concerns arising from stress to children that a change in provider may cause.
3. Describe current policy and procedures used to ensure safety and security of the children at current centers managed by your organization.
4. Describe the methods used for evaluating program (performance measurement tools):
 - a. Describe systems, procedures, and specific monitoring tools in place to ensure a quality program performance.
 - b. Describe systems in place to measure and monitor client satisfaction and parent satisfaction.
 - c. Comment on whether your organization has ever been censured by the National Association for Education of Young Children (NAEYC) or any licensing authority for misrepresenting your accreditation record or license status.

Section 3 - Proposed fees and costs: 30%

This Section should demonstrate fiscal stability and financial capacity to operate the classroom.

1. Propose a pricing model that includes a daily rate and weekly rate.
2. Provide a detailed three-year operating budget for each line item operation budget scenario that you present.
3. Specify the insurance provided by the Contractor. Specify your insurance carrier's current rating.
4. Describe your method for accepting payment from the parents such as monthly, bi-monthly, credit card, check, etc.

VI. Pre-proposal Conference and Submission of Questions

Interested Proposers are invited to request a meeting to discuss the services that are being sought, to ask questions about this RFP, and to tour the day care space.

The meeting is for informational purposes only and is not binding. If a written response is needed to modify or clarify the RFP, it will be issued by addendum and posted.

To schedule a site visit or submit questions, contact: Carrie Benyei, 860-906-5066 or email cbenyei@ccc.commnet.edu by 2/25/2020.

VII. Insurance Requirements

Before commencing work, the contractor shall obtain and provide a copy, at its own cost and for the duration of the contract, the following insurance:

A) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.

C) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation Laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease- Policy limit, \$100,000 each employee.

Insurance Provisions

A) The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.

B) Contractor shall assume any and all deductibles in the described insurance policies.

C) The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

D) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

E) Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days' prior written notice by certified mail, has been given to the State.

F) "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

The Contractor shall deliver a certificate evidencing such policy or policies to Capital Community College within thirty (30) days after execution of the contract. In the event that the Contractor shall fail to maintain comprehensive general bodily injury and property damage liability insurance and workers' compensation insurance as provided in the contract, Capital Community College shall have the right to cancel and terminate the contract.

Capital Community College acknowledges that except for loss or damage caused by the Contractor's employees or agents, the Contractor has no obligation or responsibility for loss or damage to Capital Community College's property, real or personal, caused by fire, extended coverage perils, vandalism, or malicious mischief. The parties to the contract shall waive all rights of recovery against the other for loss or damage to the waiving party occasioned by such peril insured against under any policies insuring Capital Community College's real or personal property.

VIII. Submission of Proposals and General Provisions

Your sealed proposal shall be submitted to: Capital Community College, RFP#CCC2001, Attn: Carrie Benyei, 950 Main St., Hartford, CT 06103, no later than **March 10, 2020 2:00PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The sealed transmittal is to have "Child Care" clearly marked on the outside of the package and on the body of the proposal. All copies should be put into one envelope or box and sealed; do not put each proposal copy in a separate, sealed envelope.

Capital Community College reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the respondent. No reimbursement will be made by Capital Community College for any costs incurred in preparing proposals.

Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the College and will not be returned to the respondent.

The College reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Capital Community College welcomes and encourages proposals from women and minority owned businesses.

Capital Community College reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, the College may award this contract without discussion of proposals received from prospective service providers.

Capital Community College reserves the right to cancel or modify this request for proposal. There is no guarantee that the College will enter into an agreement for the requested services.

IX. Required Provisions- State of Connecticut

1. Claims Against The State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable institution to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

4. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

- i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections

which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

6. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by College. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

7. Non Discrimination:

Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

8. Executive Orders:

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the College shall provide a copy of these orders to the Contractor.