

# City of New London

Department of Finance-Purchasing Agent 13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

# Request for Qualifications / Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2016-16

Opening Date and Time: June 30, 2016 @ 2:00 P.M.

Title: Winthrop Expanded Leaning Time: Enrichment Opportunities

Special Instructions: All questions should be submitted in writing to Alicia Smith at

asmith@ci.new-london.ct.us by Noon on June 21, 2016.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2016-16: NLPS Out-of-School Child Care Program

Not to be opened until: June 30, 2016 at 2:00 P.M.

## Return Proposal to:

Alicia Smith, Purchasing Agent City of New London 13 Masonic Street New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



# City of New London

Department of Finance-Purchasing Agent 13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

# PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Letters of Interest with Qualifications

Proposal No.:

2016-16

**NLPS Out-of-School Child Care Program** 

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 6/09/20	016			
Date documents received:		/		
Do you plan to submit a response?		Yes	No	
Print or type the follow	ving information:			
Company Name:	,			 -A-A-MHVVV
Address:			Wiss.	 
Telephone:			Fax:	
E-mail:				
Received by:				

Note: Faxed or e-mailed acknowledgements are requested. Fax No.: (860)447-5297

E-mail: asmith@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.



# City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions

All Requests for Qualifications / Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications / Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

## **Submission of Proposals**

- 1. Qualifications / Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications / Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
- 2. The date and time proposals are to be opened are given in each Request for Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
- 3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications / proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
- 4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications / Proposals.
- 5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications / Proposals.
- 6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications / Proposals and subject only to cash discount.
- 7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
- 8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

- By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
- 10. All proposals will be opened and read publicly and upon award are subject to public inspection.

## **Guaranty or Surety**

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership – must be signed by all of the partners and indicate they are "doing business as"; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Bid Bond** – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

**Performance Bond** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

**Labor and Material Payment Bonds** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

#### Award

- 12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
- 13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
- 14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
- 15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

## **Other Requirements**

The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

#### Contract

- 18. The existence of a contract shall be determined in accordance with the requirements set forth above.
- 19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
- 20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
- 21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
- 22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

**Bodily Injury and Property Damage** – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

**Products or Completed Operations** - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) — One million dollars (\$1,000,000.00) combined single limit for each accident.

**Workers' Compensation Coverage -** Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data; drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

## Delivery

- 24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
- 25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
- 26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
- 27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

## Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

#### Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

#### Rights

- 30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
- The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
- 32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

## New London Public Schools' Specifications for an Out-of-School Child Care Program At C.B. Jennings Elementary School, Nathan Hale Arts Magnet School, and Winthrop Elementary Magnet School STEM in New London, CT

New London Public Schools is seeking proposals from non-profit and profit community-based early childhood agencies and organizations to create and operate a quality, licensed, out-of-school time childcare program at C.B. Jennings Elementary School, at 50 Mercer Street, Nathan Hale Arts Magnet School, at 37 Beech Drive, and Winthrop Elementary Magnet School STEM, at 74 Grove Street, New London, CT.

The before and after school program will commence on August 1, 2016. A contract will be granted for one year from August 1, 2016, through August 1, 2017 with the option to renew the contract for two (2) additional one (1) year periods based on the mutual satisfaction of all parties.

#### **GENERAL**

New London Public Schools educates about 2300 elementary students in three (3) elementary schools, grades Kindergarten through grade 5, and one Early Childhood Center, preschool through grade 2.

#### NLPS Vision Statement

The New London Public Schools are a regional center for educational excellence, making creative use of the city's great cultural assets and building student achievement upon a foundation of outstanding, diverse schools. The core of excellence is relevance, academic rigor, innovative and engaging instruction and a diverse staff that challenges all students to reach their potential. Parental involvement adds greatly to student success. All students graduate high school and are college and career ready.

The mission of New London Public Schools is to:

- · Provide outstanding student achievement;
- · Prepare students for successful lives as adults; and
- Deliver the best customer service.

During the academic school year, the student school hours for C.B. Jennings Elementary School will be from 8;00 a.m. to 2:45 p.m. Monday through Friday, Nathan Hale Arts Magnet School will be from approximately 8:00 a.m. to 3:00 p.m. Monday through Friday, and the student school hours for Winthrop Elementary Magnet School STEM will be from approximately 8:00 a.m. to 4:00 p.m. Children attending all elementary schools (Preschool-5) will be offered before and after school childcare. Such a program will be paid for directly by parents, opting for these programs, to the service provider, utilizing a sliding fee scale.

This program shall be operated at:

- C.B. Jennings Elementary School in the morning and afternoon and the out-of-school-time program shall be required to provide childcare from approximately 6:30 a.m. to 7:45 a.m. and 2:45 p.m. to 6:00 p.m., Monday through Friday, at the C.B. Jennings site, consistent with the New London Public Schools' calendar.
- Nathan Hale Arts Magnet School in the afternoon and the out-of-school-time program shall be required to provide childcare from approximately 3:00 p.m. to 6:00 p.m., Monday through Friday, at the Nathan Hale site, consistent with the New London Public Schools' calendar.
- Winthrop Elementary Magnet School STEM in the morning and afternoon and the out-of-school-time program shall be required to provide childcare from approximately 6:30 a.m. to 7:45 a.m. and 3:45 p.m. to 6:00 p.m., Monday through Friday, at the Winthrop site, consistent with the New London Public Schools' calendar.

Program hours, program sites, and program specifications may be adjusted in accordance with family need and Out-of-School Child Care Program student enrollment. All state holidays and school vacations shall be observed. On scheduled early release days, the childcare provider will offer childcare from 12:30 p.m. to 6:00 p.m. at the Nathan Hale and Winthrop sites. The childcare provider shall follow any cancellations from the New London Public Schools.

Transportation will be provided in the morning from C.B. Jennings and Winthrop Schools to the Early Childhood Center and Nathan Hale Elementary School, and in the afternoon transportation will bring the students to C.B. Jennings, Nathan Hale and Winthrop Schools.

During the academic year the childcare operator shall be charged a fee to cover maintenance in areas of C.B. Jennings, Nathan Hale and Winthrop Schools that are damaged by the childcare program. The childcare operator shall also be required to reimburse NLPS for the overtime provided by the board-hired custodians, for the additional hours outside of the regular contractual school day. During the academic year, NLPS shall offer an afternoon snack according to the "Healthy Snacks" guidelines.

The program shall be responsible for providing materials and supplies. All communications to families shall be provided in both English & Spanish, at the childcare operator's expense. Copies and laminating film shall be at the childcare operator's expense.

The availability of these options and choices shall allow for smooth transitions for the children, decreased family stress, and increased parent contact and communication. Community involvement will occur via combined parent and professional workshops, connecting with the community, and early care education professionals.

#### **SPECIFICATIONS**

The specifications below indicate the desired product/service. Proposals must address each specification as identified below. If the bidder wishes to submit a substitute proposal, it must be accompanied by complete specifications.

Applicants are required to submit a three-fold proposal that includes a plan for the academic year.

The Superintendent of New London Public Schools is interested in organizations that:

- Have a longtime, successful history of operating early childhood, childcare programs.
- Are able to offer a self-supporting program designed to be integrated seamlessly with the operation of each school.
- Are in good standing with the Department of Public Health licensing unit.
- Have a history and proven experience in working in partnership with other organizations.
- Have successfully served children with identified special needs.
- Are willing to work in partnership with the staff of New London Public Schools to have continuity and
- consistency in curriculum, and ease of transitioning for all students.
- Demonstrate cultural competence in their programming and curriculum.

## All applicants must agree to:

- A scheduled site-visit by the Selection Committee.
- An interview by the Superintendent or their designee committee.
- Daily pick-up and tidying of the childcare space as it is identified.
- Be in compliance with all licensing requirements within 6 months of being awarded this contract.
- Have a director of the program.
- As-needed meetings between the Director of the program and the Superintendent of Schools, or his
- designee committee.
- Repair/replace any damaged equipment or resources that belong to New London Public Schools
- and/or its staff.

#### **SUBMITTALS**

Proposers shall include in the proposal the following information pertaining to a currently or recently operated program:

- A copy of current license.
- Criminal background check on all employees.
- The most recent audited, financial statement.
- Parent & employee handbooks.
- Fee structure, including any outside funding sources.
- A copy of the most recent Department of Health inspections and the steps taken to rectify any issues.
- The current program's mission and philosophy.
- The emergency plan for evacuation and emergency situations, accompanied by a system for contacting parents in the event of an emergency.
- A copy of curriculum documents.
- A copy of philosophy of early care and education.
- The history of collaborations with other agencies, schools, parents, and community groups.
- References and letters of recommendation.

Proposers shall include in their proposal the following information pertaining to New London Public Schools:

- 1. Their expectations of the partnership.
- 2. A proposed staffing grid with ratios of staff to children.
- 3. A daily schedule that is set and also provides flexibility for children's needs as they arise.
- 4. A sliding fee scale framework.
- 5. A policy and procedure for late pick up and payment.
- 6. A plan for notifying parents in the event of closing due to inclement weather.
- 7. A certificate of liability insurance including general liability, automobile liability, excess umbrella liability, workers' compensation and employers' liability naming New London Public Schools, the City of New London, New London Board of Education as additional insured. Coverage must also include both negligent and intentional acts, abuse and molestation and corporal punishment. See attached sample certificate of insurance for minimum coverage levels.

#### The winning bidder must be licensed by the Connecticut Department of Public Health.

#### **Proposal Format**

All proposals shall be bound (no 3-ring binders) and tabbed as indicated below.

**Title Page** – Shall include the RFP number and title, due date and time, proposer's name, address, telephone number and contact person.

**Letter of Introduction** – One (1) page, introducing the agency and signed by the person(s) authorized to sign on behalf of the agency and to bind it to statements made in its response to this RFP.

**Company Profile** – Shall include a brief history of the agency, total number of employees, the names and résumés of the agency's professional staff members that are anticipated to be assigned to this program. It shall also include a list of collaborations with other agencies, schools, parents and community groups.

Philosophy Statements - Shall include current programs and early child care and education.

· The agency's mission and philosophy statements for all current programs

## Documentation Pertaining to Current and/or Recently Operated Programs - Shall include the following:

- · A copy of the agency's current license
- A copy of the agency's most recent Department of Health inspection report, which shall include any noted deficiencies and a report detailing the agency's actions to rectify the identified deficiencies.
- · Criminal background checks on all employees

## Proposed Plans and Strategies Specific to New London Public Schools - Shall include the following:

- · Proposer's expectations of the partnership
- Proposed strategies to work with New London Public Schools staff to ensure that children are offered a day that has seamless transitions
- · A proposed staffing grid with ratio of staff to children
- A daily schedule that provides flexibility

## Policies and Procedures - Shall include the following:

- · Late pick-up
- Payment
- Notification of parents or guardians in the event of any emergencies, early closing or cancellation due to inclement weather, etc.
- · Emergency evacuations

#### References and Letters of Recommendation

Respondents shall provide the names, addresses, email addresses, telephone and fax numbers
of a contact person from at least five (5) agencies or school districts to which it is currently or has
recently (within the last three (3) years) been providing similar services.

#### Fees - Shall include

- A sliding fee scale framework
- A fee structure including any outside funding sources
- · A copy of the agency's current Certificate of Insurance

The following items do not have to be included in the bound proposal, but shall be included with each agency's proposal. Failure to provide any of these documents shall result in disqualification of the agency's bid:

- The agency's most recently audited financial statement
- Parent and employee handbooks
- · Curriculum documents for current programs and for recently completed programs