

## **NOTICE OF LEASE OPPORTUNITY:**

LEASE OF REAL PROPERTY  
CHILD CARE CENTER  
21 COLLEGE DRIVE  
CONCORD, NH 03301

Bid Number NHTI20-02

### **NHTI – CONCORD’S COMMUNITY COLLEGE, a component college of the COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE**

#### **Key Dates:**

Issue Notice of Lease Opportunity: June 5, 2020  
Walk through: June 11, 2020 (by appointment 9am-12pm)  
Final Date for Receipt of Questions: June 12, 2020  
Proposal Due Date: June 26, 2020 (by 2:00 PM EDT)  
Announcement of Award: July 10, 2020

#### **BACKGROUND:**

From 2001 to April 2020, NHTI – Concord’s Community College (NHTI) operated the Child and Family Development Center (CFDC) within a purpose-built childcare facility located at 21 College Drive on the NHTI campus. In addition to providing childcare services, CFDC supported NHTI’s Early Childhood Education programs through observation opportunities and mentoring students. It was also available as a learning laboratory, which provided opportunities for undergraduate and graduate students to apply theoretical knowledge through practicums and to conduct research related to child development, families and childcare.

In April 2020, the COVID-19 pandemic forced closure of CFDC operations. As a result of the financial impact of the closure and a long-standing operating deficit, NHTI decided that it would no longer operate the childcare facility. After reviewing various models that would enable continued use of the facility for its intended purpose and meet NHTI’s Early Childhood Education programmatic needs for observation and mentoring opportunities as well as a learning laboratory, the college decided to offer the CFDC property for lease to an organization that is well-positioned to provide outstanding childcare and also willing to enter into an academic affiliation agreement for the Early Childhood Education and other programmatic needs of NHTI.

#### **PURPOSE:**

The purpose of this lease opportunity is to establish a contract for the lease of real property located on the campus of NHTI at 21 College Drive, Concord, New Hampshire, owned by the Community College System of New Hampshire. The property is purpose-built for operation of a childcare facility and any resultant lease will include a provision limiting the use of the property to the provision of early childhood education and childcare services. NHTI will also expect that the lessee will agree to execute a separate academic affiliation agreement to provide for the Early Childhood Education and other educational programmatic needs of NHTI.

#### **USE OF FACILITY FOR CHILDCARE SERVICES:**

Because the location of the facility is within the confines of the NHTI campus, NHTI has an interest in ensuring that the lessee maintain high standards in providing childcare and early childhood education services. Accordingly, in submitting responses Bidders should provide responses to the following:

**Q1** What is your experience in administering childcare and early childhood education programs?

- Q2** What accreditations or certifications do you currently hold and/or would you be willing to obtain and maintain for the program delivered at 21 College Drive?
- Q3** What is your proposed staffing plan? Please provide the job titles, job descriptions and minimum qualifications for each position as well as ongoing professional training and development for staff.
- Q4** Describe the philosophy around curriculum offerings for young children, and the health, safety and education standards of your early childhood programs.
- Q5** How do you evaluate the effectiveness of your programs?

**LESSEE CERTIFICATIONS**

The Bidder who is awarded the contract must be a non-profit, duly registered to conduct business in the State of New Hampshire, and duly licensed or eligible to be duly licensed to operate a childcare center in New Hampshire.

**TERM AND FORM OF CONTRACT:** The term of the resulting lease agreement shall be for 3 years ending on June 30, 2023 and may be renewable for 3 additional 2-year terms. Lessee shall have the right to terminate the contract without cause at any time by giving the lessor 180 days prior written notice.

**QUESTIONS:** Bidders should act promptly and submit all questions in writing to Melanie Kirby, Budget Officer, Email: [mkirby@ccsnh.edu](mailto:mkirby@ccsnh.edu).

All questions for this notice of lease opportunity including, but not limited to, requests for clarification, additional information or any changes to the notice must be made in writing. NHTI may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response. Questions must be received by NHTI by the deadline set forth above.

NHTI intends to issue responses to properly submitted questions within a week of the deadline for submission of questions. Written answers will be posted to the CCSNH website.

**EXCEPTIONS:** NHTI will require the successful Bidder to execute a lease using the form attached in Exhibit B. To the extent that the Bidder believes that exceptions to Exhibit B will be necessary for the Bidder to enter into a contract, the Bidder must note those issues during the question period. NHTI will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If NHTI accepts a Bidder's exception, NHTI will, at the conclusion of the question period, provide notice to all potential Bidders of the exceptions that have been accepted and indicate that the exception is available to all potential Bidders by publication of NHTI's answers on or about the date indicated.

Any exceptions to the standard form lease and exhibits that are not raised by the Bidder during the question period will not be considered. In no event is a Bidder to submit its own standard form lease as a replacement for NHTI's terms in response to this solicitation.

**SITE VISIT/PROPERTY WALK THROUGH:**

Site visits by appointment will be held on: Thursday June 11, 2020 from 9:00 a.m. to noon. Due to COVID-19, only advance appointments will be allowed. Bidders shall comply with all protocols imposed by NHTI to promote social distancing. Make appointment with [mkirby@ccsnh.edu](mailto:mkirby@ccsnh.edu).

**SUBMISSION OF RESPONSE:**

Bids are due on June 26, 2020, at 2:00 p.m. If any Addenda to the notice of lease opportunity are issued, please acknowledge in your bid. **Your response must include all the materials requested in this notice of lease**

**opportunity document.** Bids should be mailed to NHTI – Concord’s Community College, 31 College Drive, Concord, NH 03301, Attention Melanie Kirby or emailed to [mkirby@ccsnh.edu](mailto:mkirby@ccsnh.edu), the Community College is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received, please verify by emailing [mkirby@ccsnh.edu](mailto:mkirby@ccsnh.edu).

**ADDITIONAL INFORMATION:**

The Community College System of New Hampshire reserves the right to make a written request for additional information from a bidder to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this notice of lease opportunity prior to the scheduled submittal date, NHTI will transmit addenda to all who have already submitted bids and post any changes to the Community College System of New Hampshire website [www.ccsnh.edu/open-bids](http://www.ccsnh.edu/open-bids). Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this notice of lease opportunity must be addressed in a written addendum. Verbal changes will not be allowed.

**REQUIREMENTS**

Bidders will also be expected to meet the following requirements.

**Demonstration of Adequate Financial Resources to Maintain Operations for the Term of the Lease**

Each Bidder’s financial solvency will be evaluated. The Bidder’s ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the three (3) most recently completed fiscal years that demonstrate the Bidder’s organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

1. Opinion of Certified Public Accountant
2. Balance Sheet
3. Income Statement
4. Statement of Cash Flow
5. Statement of Stockholder’s Equity of Fund Balance
6. Complete Financial Notes
7. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

8. Uncertified financial statements; and

9. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification

**Compliance with State and Federal Laws and Equal Opportunity:** In connection with the performance of this RFP and the contract, the firm shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the firm, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including visions, hearing and speech, can communicate with, receive information from, and convey information to the firm. In addition, the Contractor shall comply with all applicable copyright laws.

In connection with this RFP and the contract, firms shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, gender identity and expression, genetic information, veteran status, sexual orientation, or marital status and will take affirmative action to prevent such discrimination.

**Insurance and Workers' Compensation:** The firm shall provide evidence of capability to obtain and maintain in force, at its sole expense, comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and proof of workers' compensation coverage in the manner described in N.H. RSA chapter 281-A.

**Certificate of Good Standing:** The firm shall provide affirmation from the New Hampshire Department of State that the firm has filed all required annual reports, paid all fees, has no dissolution in process, and has a legal existence. For more information, contact the Department of State at (603) 271-3242.

### **AWARD:**

The lease contract will be awarded based upon three criteria:

- 1) Quality of the proposal with respect to capacity to provide high-quality childcare services (50 points)

The factors considered with respect to this criterium, include demonstrated capacity of the Bidder to:

- a. Provide positive and safe learning environments for young children that are nurturing and enhance all areas of child development for a diverse population;
- b. Employ and retain highly qualified staff and provide ongoing training and development;
- c. Provide an environment that is committed to quality education for young children and maintaining high standards such as those set forth by the National Association for the Education of Young Children (NAEYC).

- 2) Additional benefit to NHTI and the greater community (30 points)

The factors considered with respect to this criterium may be demonstrated by:

- a. Providing high quality practicum field placements and observation sites for NHTI Early Childhood and Education Programs and other programs,
- b. Considering for employment recently laid off CFDC employees,
- c. Establishing enrollment priorities for children of NHTI students and/or sliding scale fee structure for NHTI students based on financial need, or
- d. Otherwise meeting identified community needs including but not limited to such things as accepting NH Child Care Scholarship funds to service low income families, commitment to designate spaces to serve special education needs of Concord School District, serve as a model and resource for infant/toddler and preschool childcare development programs in the region.

3) Highest bid (20 points)

NHTI will select a Lessee based upon the criteria and standards set forth in this notice of lease opportunity and apply the points set forth above.

NHTI reserves the right to waive any or all informalities in its best interest.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made and a final lease agreement has been executed, on our web site only at: [www.ccsnh.edu/closed-bids](http://www.ccsnh.edu/closed-bids).

**PUBLIC DISCLOSURE:** The content of responses to this notice of lease opportunity must remain confidential until NHTI has awarded a contract. At the time of receipt of bids, NHTI will disclose the number of responses received with no further information.

Once a contract is executed, the content of each bid and addenda thereto will become public information. Any information submitted as part of a bid in response to this notice of lease opportunity may be subject to the public disclosure under RSA 91-A. Insofar as a proposer seeks to maintain the confidentiality of its confidential commercial, financial, or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and bid section the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Bidder is strongly encouraged to provide a redacted copy of their bid with letter.

Each Bidder acknowledges that NHTI is subject to the Right-to-Know Law, New Hampshire RSA Chapter 91-A. NHTI shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to RSA Chapter 91-A. In the event, NHTI receives a request for the information identified by the Bidder as confidential, NHTI shall notify the Bidder and specify the date that NHTI intends to release the requested information. Any effort to prohibit or to enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoying the disclosure, NHTI may release the information on the date NHTI specified in its notice to the Bidder without incurring any liability to the Bidder.

**NON-COMMITMENT:** Notwithstanding any other provision of this notice of lease opportunity, this notice does not commit NHTI to award a lease contract. NHTI reserves the right to accept or reject any or all proposals or any portions thereof, at any time and to cancel this notice of lease opportunity and to solicit new bids under a new solicitation process.

**EXHIBIT A**

**LEASE OF REAL PROPERTY  
NHTI – CONCORD'S COMMUNITY COLLEGE  
CHILDCARE CENTER  
21 COLLEGE DRIVE  
CONCORD, NH 03301**

**BID FORM**

*Company Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Fax Number:* \_\_\_\_\_

***Description of provision of childcare services (50 points):***

***Description of additional benefit to NHTI and the greater community (30 points):***

***Bid price (20 points):***

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Acknowledging Inclusion of Addendum:*

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

***This bid must be signed by a person authorized to legally bind the bidder.***