

HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Request for Proposal

08-11: Lancaster Campus Child Daycare Services

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to 717/780-2325 upon receipt.
Please also include this page with your response.

Vendor Name: _____ Contact Name: _____
Address (include city, state, zip): _____
Phone: _____ Fax: _____ Email: _____
Check One: **We will** _____ **Will Not** _____ be responding to this RFP.
If not responding, please explain briefly: _____

Dates:

Date of Issue: **Tuesday – October 30, 2007**

Submit Notice of Intent to Attend Mandatory Site Visit: **Wednesday – November 28, 2007 – by 10:00AM**

Mandatory Site Visit: **Thursday – November 29, 2007 – 1:00PM**

Deadline for Questions: **Wednesday – December 5, 2007 – by 11:30AM**

Responses to the Questions: **Friday – December 7, 2007 – by 4:30PM**

Submit Notice of Intent to Submit Proposal Due Date: **Wednesday – December 12, 2007 – by 2:00PM**

PROPOSAL DUE DATE: **Friday – December 14, 2007 – by 11:00AM**

BID OPENING DATE: **Friday – December 14, 2007 – by 11:30AM**

Board Meeting: **Tuesday, February 5, 2008** (Please note: Final official bid results will be released after this date. All vendors who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

HACC Information and Proposal Delivery:

Address: Purchasing Office/W130
One HACC Drive
Harrisburg PA 17110-2999
Contact: Garry Crider, Director of Purchasing
Or Thomas Fogarty, Executive Director Business & Auxiliary Services
Phone: 717/780-1164 or 717/780-1930
Fax: 717/780-2325

**Request For Proposal
HACC, Central Pennsylvania's Community College
#08-11**

for

Lancaster Child Daycare Services

for

Lancaster Campus
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
Lancaster, PA

DEADLINE TO SUBMIT PROPOSALS:

Friday – December 14, 2007– 11:00AM

**PROPOSALS MUST BE DELIVERED TO:
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
PURCHASING AND BUSINESS SERVICES
ONE HACC DR
HARRISBURG, PA 17110**

For information concerning the RFP process, required format and the schedule of activities,
Please direct questions to:

Garry Crider, Director of Purchasing
HACC, Central Pennsylvania's Community College
Purchasing and Business Services
Harrisburg PA 17110
Telephone: 717-780-1164

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1. KEY DATES

Important dates including proposal deadlines are shown below. Formal addendum to this RFP will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Proposers and/or additional information requested after the Proposal Opening.

ACTIVITY	DATE & TIME
a. Advertisement	Tuesday – October 30, 2007
b. Submit Notice of Intent to Attend the Mandatory Site Visit	Wednesday – November 28, 2007 By 10:00AM
c. Mandatory Site Visit	Thursday – November 29, 2007 By 1:00PM
d. Deadline for Questions	Wednesday – December 5, 2007 By 11:30AM
e. Responses to Questions due back to bidders	Friday – December 7, 2007 By 4:30PM
f. Submit Notice of Intent To Submit Proposal Due	Wednesday – December 12, 2007 By 2:00PM
g. Deadline to Submit Proposals	Friday – December 14, 2007 By 11:00AM
h. Proposal Opening	Friday – December 14, 2007 By 11:30AM
i. Award of Contract	After Tuesday – February 5, 2008 BOT Meeting

2. PROPOSAL SUBMISSION CONTENTS

Proposals must include all information required by the following sections:
(Reference Section VI)

- a. Cover Letter
- b. Description of Qualifications
- c. Contractor History
- d. Cost Proposal

3. DEFINITIONS

The following terminology shall be used throughout this Request for Proposal.

campus-HACC, Central Pennsylvania’s Community College Lancaster Campus, Lancaster, PA

contract-shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Vendor receiving the final award.

Purchaser-HACC, Central Pennsylvania’s Community College

response or proposal-as used herein shall be understood to mean the written proposal to provide services.

RFP-Request for Proposal

College-HACC, Central Pennsylvania’s Community College, Harrisburg, PA

Vendor, Bidder, Contractor, Proposer, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

N/A – Not applicable

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC, Central Pennsylvania’s Community College formally invites responses to provide information to be used in the decision to procure Child Daycare Services at our Lancaster Campus

The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of an Offerors response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offerors proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of proposal page contained herein.

B. PROJECT PRICE CHANGES

Any changes in project workscope that alters costs must have prior approval from the Vice President for Finance and College Resources.

HACC, Central Pennsylvania's Community College Director of Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. CONTRACT STANDARDS

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

D. INVOICES AND STATEMENTS

Invoices must be descriptively itemized and must clearly indicate the applicable College Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at time of project completion before payment can be authorized.

A copy of the invoice statement is to be submitted to the "Bill to. . ." location identified per the Purchase Order.

Any invoices submitted without an approved college Purchase Order referenced is subject to being classified as a gift to the College.

E. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Jackie Bareuther, Associate Dean, Counseling and Retention Services - 717-358-2974.

F. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

Proposers may include in their response their ability to accept credit card payments and any additional costs related to providing this capability.

II REQUEST FOR PROPOSAL

HACC, Central Pennsylvania's Community College formally invites responses to this Request for Proposal to provide information to be used in the acquisition for Child Daycare Services at HACC's Lancaster Campus, located at 1641 Old Philadelphia Pike, Lancaster, PA 17602.

Interested parties are invited to submit proposals to HACC, Central Pennsylvania's Community College, Purchasing and Business Services, One HACC Drive, Room W130A, Harrisburg, PA 17110. Proposals will be accepted until **11:00AM, Friday, December 14, 2007.**

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, general guidelines for submission of proposals, and HACC's Child Daycare Services Agreement for which HACC will do business.

A. WORKSCOPE

The Workscope for this Request for Proposal is defined in detail in Exhibit "A" to the Child Daycare Services Agreement. These documents can be found in section VII of this RFP.

B. MANDATORY SITE VISIT / BIDDERS CONFERENCE

THERE IS A MANDATORY SITE VISIT AND BIDDERS CONFERENCE SCHEDULED FOR 1:00PM Thursday, NOVEMBER 29, 2007 TO TAKE PLACE AT THE LANCASTER CAMPUS ADDRESS.

**LANCASTER CAMPUS – HACC
1641 OLD PHILADELPHIA PIKE
LANCASTER PA, 17602**

MEET IN THE FRONT LOBBY OF THE MAIN BUILDING. PLEASE INDICATE ON NOTICE TO BID THE NAME AND NUMBER ATTENDING.

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by College Purchasing and Business Services Office. Official written responses to all relevant written questions will be mailed or faxed by HACC, Central Pennsylvania's Community College Purchasing and Business Services Office.

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP #08-11" to HACC, Central Pennsylvania's Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Room W130A, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable cgrider@hacc.edu. Such requests must be received no later than **Wednesday, December 5, 2007, by 11:30AM.**

Failure of the Proposer to make appropriate inquiries, evaluate any special conditions, or to verify requirements of this RFP shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFP.

Communication concerning the Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or cgcrider@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning their RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer's proposal void.

The college will evaluate a Proposer's "confidence in its own ability to perform" based on a given Proposer's willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College's general objectives regarding this Request for Proposal, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFP will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Proposal.

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, HACC, Central Pennsylvania's Community College Purchasing and Business Services Office will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Purchasing and Business Services Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

HACC, Central Pennsylvania's Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON DISCRIMINATION

HACC, Central Pennsylvania's Community College is committed to non discrimination and equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF PROPOSALS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFP.

III GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of HACC, Central Pennsylvania's Community College through this Request For Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.

Before submitting a proposal, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. ASSIGNMENT OR TRANSFER

This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for HACC, Central Pennsylvania's Community College.

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC, Central Pennsylvania's Community College Purchasing and Business Services Office within thirty (30) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract issued as notice of award shall not be considered valid until HACC, Central Pennsylvania's Community College Purchasing and Business Services has received the certificates.

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name HACC, Central Pennsylvania's Community College as additional insured. Certificates of such insurance shall be filed with the Director of

Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the HACC, Central Pennsylvania's Community College's Director of Purchasing prior to commencing work.

E. INDEMNIFICATION

The Contractor shall hold HACC, Central Pennsylvania's Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

F. CONTRACT MANAGER

HACC, Central Pennsylvania's Community College Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

G. TERM OF CONTRACT AND INSTALLATION

The Contractor and HACC, Central Pennsylvania's Community College agree that an agreement resulting from this RFP shall be for a period from the date of award through project completion and acceptance by the College.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by the College, the College shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one of more arbitrators mutually agreed upon by the parties.

When a written decision of the College states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in the College's decision becoming final and binding upon the College and Contractor.

In responding to a claim brought by a Contractor, the College shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

B. LITIGATION

In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

C. VENUE AND JURISDICTION

The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.

D. RIGHT TO AUDIT

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Contractor, as they pertain to the College. Such audits, shall be performed by auditors selected by the College only if deemed necessary by the College.

E. FORCE MAJEURE

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

V PROPOSAL SUBMISSION

To receive consideration, proposals shall be made in agreement with the instructions as stated in this RFP, and such proposals and awards made therein shall be subject to all of the terms and conditions hereof:

A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

B. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their proposals.

C. SIGNATORIES

The proposal shall include information as requested throughout the RFP. The signature of all persons authenticating the proposal shall be printed and written in longhand in the designated area on page one (1) of the RFP. The proposal shall be signed with ink or indelible pencil.

D. ALTERNATE PROPOSALS

A Contractor may submit an Alternate Proposal(s). The Alternate Proposal(s) may be submitted, showing in detail, where the Alternate Proposal differs from the requested specifications.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at HACC, Central Pennsylvania's Community College Purchasing and Business Services Office, One HACC Drive, Harrisburg, PA, 17110, by 11:00AM on or before Friday, December 14, 2007. Proposals must be in a sealed container, clearly marked "Proposal RFP #08-11 – Lancaster Campus Child Daycare Services".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC, Central Pennsylvania's Community College Purchasing and Business Services Office. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Eight (8) complete copies of the General Proposal will be submitted in a sealed container clearly marked with the name of the Proposer and labeled "GENERAL PROPOSAL - RFP #08-11". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copies do not require original signatures.

The proposals must be addressed as follows:

Proposal RFP # 08-11
HACC, Central Pennsylvania's Community College
Purchasing and Business Services
ATTN: Garry Crider, Director of Purchasing
One HACC Drive
Harrisburg PA 17110

VI. FORMAT FOR PROPOSAL

A. INTRODUCTION

Any term or condition stated in this RFP document shall be considered accepted by the Contractor unless specifically objected to by the Contractor. The College may accept or reject Vendor's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER

Each proposal will have a Cover Letter on the letterhead of the company or organization submitting the proposal. The Cover Letter must include the following information:

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.
2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with HACC, Central Pennsylvania's Community

College to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.

3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.

4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.

5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

Each proposal must contain a description of the Contractor's qualifications to perform the services specified in this RFP.

D. CONTRACTOR HISTORY

Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services closely related to the requirements specified in this RFP. The narrative shall include three (3) reference accounts showing experience in receiving contracts for the delivery of services similar to the one proposed. References must include the following:

1. Name of the firm or corporation.
2. The dates of each contract or agreement under which the Contractor provided such services.
3. The names, address, and telephone number of a contract person for each contract.
4. A brief description of the related projects.

E. COST PROPOSAL

See Section: VIII. COST PROPOSAL SHEET for 08-11: LANCASTER CAMPUS CHILD DAYCARE SERVICES

VII EVALUATION

A. Proposal Process

The award of the contract to the successful bidder will be predicated on the proposal most advantageous to HACC, Central Pennsylvania's Community College, in the sole opinion of the College. The College is not bound and will not accept any proposal based on any single factor, but will make an award based on the evaluation of such factors as:

1. References
2. Experience
3. Responsibility
4. Reputation
5. Financial Standing
6. Ability to provide an advantageous time schedule for providing services
7. PA STARS and/or NAEYC accreditation experience with other sites
8. Financial Subsidy package for student slots

9. Providing food for children
10. Providing scheduled hourly care.
11. Site visits at existing centers.

It is the opinion of the College that will determine the final award. It will be made to the contractor that best meets the above factors and will assure adequate service to the College.

Contractors are instructed to submit their "best offer". Consideration by the College will be based on the material submitted without negotiation. However, the College will retain the right to negotiate with or between the finalists.

If significant errors or omissions are found under the requirements of the RFP, the proposal will be rejected.

By submitting a proposal, the contractor agrees to be governed by the terms and conditions as set forth in this document. No change or deviation from the terms set forth in this document is permitted without the approval of HACC, Central Pennsylvania's Community College.

B. EVALUATION CRITERIA

The selection of the Contractor will be made after evaluating proposals, based upon the responsiveness of the proposals to the goals and objectives of the College's needs.

VIII. AWARD

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, the ability of the Contractor to provide an advantageous time schedule for providing service, the experience with PA STARS and/or NAEYC accreditation, the financial subsidy package for student slots, and food provision for children. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

After selection approval by the colleges Board of Trustees, HACC, Central Pennsylvania's Community College Purchasing and Business Services office will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.

IX. SPECIFICATIONS / ATTACHMENTS
08-11
LANCASTER CHILD DAYCARE SERVICES

CURRENT ENVIRONMENT:

The Lancaster Campus of HACC, Central Pennsylvania's Community College is a public institution of higher education. The College has an undergraduate student enrollment of 4,618, and employs faculty and staff members (350 Full and Part-time). The Childcare Center currently enrolls 46 children of HACC students, with 95 children of HACC students/employees on the waiting list.

CONTRACT SPECIFICATIONS:

The attached is HACC's Child Daycare Services Agreement by which we will do business. This includes the complete scope of work that should be used in providing HACC with a proposal.

CHILD DAYCARE SERVICES AGREEMENT
between
XXXXXXXXXXXXXXXXXX.
and
HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE

This Agreement is made between **HACC, Central Pennsylvania's Community College (HACC or College)**, whose primary address is One HACC Drive, Harrisburg, PA 17110 and **XXXXXXXXXX (Contractor)**, whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

- 1) **Facilities Covered:** HACC's location(s) covered under this Agreement:
 - a) **X Lancaster Campus, 1641 Old Philadelphia Pike, Lancaster, PA 17602**
- 2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Child Daycare Services Agreement.
- 3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

- 4) **Term of Agreement:** The initial term of this Agreement shall be four (4) years, commencing **July 1, 2008** and ending **June 30, 2012**, unless terminated earlier as set forth in this Agreement.

Option to Extend: The College reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue a new contract.

Option to Renew: The contract may be renewed for an additional one (1) year term by mutual agreement between the College and the Contractor. If the Contract is renewed, the same terms and conditions apply. Such renewals shall be limited to three (3), one (1) year periods.

- 5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, at One HACC Drive, Harrisburg, PA 17110.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at the time of project completion before payment can be authorized.

- 6) **Indemnification:** The Contractor shall hold HACC, Central Pennsylvania's Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.
- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name HACC, Central Pennsylvania's Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the HACC, Central Pennsylvania's Community College's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in and out at the security desk whenever performing work upon HACC's premises.

- 10) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.
- 11) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.
- 12) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Contractor.

In responding to a claim brought by a Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing or services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** HACC, Central Pennsylvania's Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC, Central Pennsylvania's Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

- 18) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
- 21) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.
- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Severability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.

27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute Agreement and agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

XXXXXXXXXXXXX

HACC, Central Pennsylvania's Community College

By: _____

By: _____

Name: _____

Name: George A. Franklin, Jr.

Title: _____

Title: VP Finance & College Resources

Date: _____

Date: _____

EXHIBIT "A"
STATEMENT OF WORK
to the
CHILD DAYCARE SERVICES AGREEMENT

SPECIFICATIONS:

Proposals submitted should cover all operational functions described herein.

Lancaster Campus of HACC, Central Pennsylvania's Community College is a Regional Pennsylvania Community College with a varying population estimated at approximately 4,618 students, faculty, and administrative staff during the spring and fall semesters. Summer population is approximately 20-30% of the spring and fall semesters.

Hours

The Child Center Operating hours will follow the College calendar on a year round basis. Hours of operation shall be from 6:30am-6:00pm Monday through Friday. Evening and Saturday hours will be based on pre-registration.

Enrollment:

Enrollment numbers will be dictated by accreditation standards. The vendor is required to offer care from infant through preschool in an appropriate manner and distribution to meet the need.

The proposal must include a minimum of 20 slots held for "HACC student reserved" enrollment that must remain available for a period of two (2) weeks prior to the beginning of classes. If the size/capacity of the center is increased, the number of HACC student reserved slots must increase proportionately, after which any unfilled slots may be filled from any other source. All HACC students will be invoiced directly by the contractor for no more than 40% (subject to change each semester at the discretion of the college) of the published childcare rate for the center. The amount could be lower based upon governmental subsidies provided for the student. The contractor will invoice the college per month (with a weekly detail listing of each student) for any remaining money due to the contractor after governmental subsidy has been applied to the students accounts and a minimum of \$800 per week paid by the contractor. The per week payment from the contractor will increase at the same percentage as the childcare rates at the center.

Student Name	Total Weekly Cost	Government Subsidy	HACC Subsidy	Payment by Student	% Paid by Student
Student A	\$175.00	\$50.00	\$55.00	\$70.00	40.00%
Student B	\$175.00	\$110.00	\$0.00	\$65.00	37.14%
Student C	\$175.00	\$0.00	\$105.00	\$70.00	40.00%

The contractor may increase prices to HACC students from those contained in the proposal up to 3% per year without the prior written consent of the college. Such increase must be presented to HACC in written notice for the Record by June 1st each year. The contractor must submit a written request to the administration liaison by June 1 for a price increase that exceeds 3% per year. The College will consider changes due to documented cost increases provided that there is adequate substantiation and provided that the college deems such increases to be merited and just for payment by the HACC students. Any such

price adjustment shall not change any other section of the agreement entered into between the contractor and the college.

Accreditation:

Contractor's Lancaster Campus Center must either achieve and maintain STAR 2 accreditation level in the PA Keystone STARS program within one year of center opening, STAR 3 level by the end of year two and STAR 4 level by the end of year three, or alternatively, demonstrate and provide yearly documentation to the Campus Dean or Designee of progression towards attaining NAEYC accreditation by the end of year three. Failure to achieve or maintain any previously achieved PA Keystone level or accreditation and/or failure to maintain and achieve STAR 4 or NAEYC accreditation by the end of year three will result in a material breach of contract and permit the college to terminate the contract and enter into agreements with alternate providers in accordance with the contract provisions mentioned above. Should center achieve Star 4 or NAEYC accreditation prior to the beginning of year three – contract will automatically be extended two (2) years not to exceed the optional years.

CONTRACTOR EMPLOYEES:

The contractor shall provide a complete organization chart showing the names addresses and telephone numbers of all its employees assigned to the Center and provide an updated list within two days of any personnel changes to the HACC administrative liaison.

The contractor shall pay all Social Security and unemployment taxes and will be responsible for withholding taxes and any other local, State, or Federal requirements in this regard, including all Worker's Compensation Insurance. Contractor will hire, train, schedule, compensate, discipline and evaluate all full-time and part-time employees with concurrence of the College.

The contractor will ensure that an appropriate number of employees are present to service all children left in their care in accordance with all Federal, State and Local statutes, regulations, and governmental policies.

Each employee of the Contractor working at the college must have current criminal background and child abuse clearance checks on file with the college in accordance to laws of the Commonwealth of Pennsylvania governing childcare staffing. Additionally, at all times there must be a minimum of two staff members trained in First Aid and CPR for infants on duty while the center is open.

All personnel of the contractor shall be subject to exclusion from the College's campus for conduct that is considered offensive or in violation of any College procedure or Code of Conduct.

MANAGEMENT:

Manager:

The Manager will be in direct contact with the administrative liaison and be responsible for the execution of the entire program to the satisfaction and approval of the College.

Assistant Managers:

In addition, Assistant Managers for the Childcare Service must be provided. Assistant Managers may be members of the workforce who shall have the training and designated authority to act in the capacity of the Manager during hours of operation when the Manager is absent from the premises.

A Manager or Assistant Manager must be present at all times during operating hours.

FACILITIES AND EQUIPMENT

Capital Investment:

Outdoor areas

The contractor will be responsible for and provide all outdoor play equipment and footings, ground cover, and maintenance of play areas inside existing fences. Complete footers and foundations shall be removed when play equipment is removed or changed at the end of the contract.

The College has a considerable investment in the building and equipment furnished for the childcare facility. Any changes or modifications to the facility must be approved by HACC and shall be paid by the contractor.

Items provided by HACC

1. Bathroom Fixtures
2. Microwave
3. Refrigerator
4. Dishwasher
5. Range
6. Washer
7. Dryer
8. Five intercoms for observation rooms
9. Facilities per drawings attached

Vendor shall provide all other necessary equipment to operate a successful operation. Select fixed and basic operational equipment must be pre approved by the Dean of the Lancaster Campus prior to being placed into use by the contractor to include age and development appropriate equipment, materials, and furnishings.

In exchange for the provision of lab and training services to the college's ECE students, and for providing a designated number of seats for HACC students and a weekly contractor subsidy amount, the college will make the facility available to the contractor at no rent charge but with the contractor paying the "Cost" and making the contributions set out in other portions of this RFP.

Cost:

Utilities:

Harrisburg Area Community College will bill the selected vendor for provided water through a separate metering system designed into the construction of the building. Natural gas, sewer and electricity costs will

be invoiced based upon the cost per sq foot paid by the college. Billing will be handled on a Quarterly basis with payment due 14 days from submission of invoice by Harrisburg Area Community College. Utility costs average \$5,000 per year. Contractor is required to provide telephone and internet service at their own expense.

Maintenance:

HACC, Central Pennsylvania's Community College shall provide all building and preventive maintenance repair of capital equipment owned by the College. Contractor will bear full responsibility for repairs or replacement of equipment where negligence is indicated.

Daycare Child Equipment / Appliance check:

Contractor is responsible for checking on a daily basis all items provided by HACC and/or the Contractor as listed on page 23 and childcare items such as toys, cribs, highchairs and any other items not mentioned that children will come in contact with to assure all moving parts, nuts and bolts, screws, etc are in place and does not pose a health hazard to the children.

Custodial Service:

Contractor is responsible for cleaning and maintaining all toys and equipment used in the operation. Contractor is also responsible for cleaning and maintaining the cooking, serving preparation, and storage areas located within the center. The college custodial service will maintain the restroom facilities and indoor play areas on a daily basis. The Contractor will reimburse HACC for partial custodial and routine maintenance services at \$500 per month, increasing \$25/month in each year of the contract. Billing will be handled on a Quarterly basis with payment due 14 days from submission of invoice by HACC, Central Pennsylvania's Community College.

Trash:

The College will remove all trash and garbage daily provided the contractor places containers in proper areas as directed. All boxes cartons containers etc. shall be broken down and flattened to alleviate excessive daily trash accumulation.

Security:

Harrisburg Area Community College assumes the responsibility of providing reasonable precautions to protect contractor's property, but only to the extent that the College not be expected to provide security beyond that afforded by the schedules of its employees and routine security operations of the College. Proximity ID access cards or entry code will be provided to childcare staff at no charge and generic access cards/code to the internal childcare door for clients. The contractor will police the use of the cards/code for clients and shall inform HACC Security immediately if a card appears missing and/or was not returned by a client. A \$15 fee will be charged for each card that is missing at the conclusion of the contract.

Taxes Licenses Permits:

The contractor will be expected to pay all licenses permits and taxes levied on the operation of the childcare service and are hereby authorized to apply for and obtain all requisite licenses and permits at no cost to the College. Current copies of all required permits must be on file with the dean's office of the

Lancaster Campus of HACC, Central Pennsylvania's Community College prior to and during the execution of this contract.

Insurance:

The contractor will be expected to provide insurance naming the College as additional insured, adequate to cover the contractor's and the College's legal liability against personal and/or Professional liability and/or property damage claims arising out of the ordinary operation of the Childcare Center.

The contractor is solely responsible for any loss or injury to its property located at the campus and should so insure it if the contractor desires, at no cost to the college.

Furthermore, the successful contractor will agree to indemnify, hold harmless and defend the College, its officers and employees from any claim, damage, liability, expense or loss, including defense cost and attorney's fees arising out of contractor's performance under the contract resulting from this proposal.

The Contractor shall maintain the following minimum insurance:

1. Workers' Compensation Insurance Coverage. The Contractor shall provide HACC, Central Pennsylvania's Community College Purchasing Department with proof of Workers' Compensation Coverage in accordance with Pennsylvania statutory requirements.
2. Comprehensive General Liability insurance, including automobile liability, personal injury and property damage with limits of not less than \$1,000,000 each claim and a combined single limit of not less than \$3,000,000 per occurrence.

Forward Certificates to:

Mr. Thomas J. Fogarty
Director of Purchasing and Business Services
HACC, Central Pennsylvania's Community College
One HACC Drive
Harrisburg, PA 17110-2999
Phone 717-780-1930
Fax 717-236-0709

Regulations:

The contractor shall comply with all rules and regulations of the federal, state, county and township governments applicable to its operation at the College. The College shall also have the right to make reasonable regulations with regard to all matters pertaining to the operation of the childcare center and the successful contractor must agree to comply.

The Childcare center shall be subject to inspection by the Pennsylvania Department of Public Welfare and the College. Discrepancies found by either party in violation of state statues or College regulations must be corrected forthwith by the contractor or the College, whichever party has responsibility for the discrepancy.

Scholarship Contribution and Financial Statements:

An annual scholarship in the amount of \$7,500.00 shall be funded by the contractor and payable to the HACC Foundation every August.

Quarterly P&L Statements for the Childcare Center are to be filed with the Vice President, Business and Finance. These statements must be received no later than the 15th of the month following each month's operation. The contractor also agrees to allow its books and receipts to be audited by the College or its accountants. The contractor is expected to submit yearly summary P& L statements on a July to June schedule.

Overview Of The Early Childhood Education (ECE) Programs At HACC, Central Pennsylvania's Community College

Philosophical Base of HACC's ECE Program

HACC's Early Childhood Education Center is intended to provide one of the highest degrees of quality childcare options in the surrounding community, and currently enrolled students of the campus

HACC's Early Childhood Education program prepares teachers to use an eclectic approach emphasizing the constructivist theory. The curriculum emphasizes the ideas of Reggio Emilia and "emergent curriculum" focusing on the "project" approach. Its goal is to prepare teachers who are responsive to the interests and needs of young children. Graduates understand that children are simultaneously developing socially, emotionally, physically, and cognitively and creatively. They are able to expand children's knowledge and understandings through the use of investigation, exploration, and representation.

The following principles of developmentally appropriate practice guide the program:

Curriculum:

Children learn through active, hands-on experiences with objects and events. Teaching strategies recognize this by focusing on small group or individualized learning experiences using real materials. (Example: Children learn about trees by walking in the woods, examining leaves, seeds and bark, not by coloring a ditto picture.)

Creativity:

Creativity is encouraged by providing experiences in which process is emphasized over product. Children's construction of knowledge is enhanced by the use of different media for representation. Art activities are used frequently and involve use of paints, clay, dough, collage, drawing, etc. The creative art curriculum includes no use of coloring books, dittos, and other predesigned crafts. Ditto sheets and coloring books are not used since they do not actively facilitate the learning process.

Discipline/Behavior Management:

Children develop to their fullest potential when they have a positive self-concept. Teachers support the development of self-esteem when they show respect for the child and when they use positive behavior management techniques such as: reinforcement for appropriate behaviors; giving children choices; and, helping children learn to negotiate when they have a conflict with their peers. Teachers seldom raise their voices at children. Rules are explained as often as necessary. Time-out is used infrequently or not at all.

Developmentally Appropriate Practice:

Developmentally appropriate curriculum recognizes that children at each stage of development have specific needs and abilities. Children under five years of age find it difficult to sit still for long periods of time. Group activities requiring sitting and listening are usually limited to 10-20 minutes at a time. A daily gathering time in the preschool classroom is used to plan and share the day's activities. Many learning experiences are done by individuals or in small groups.

Socialization:

Socialization and appropriate behaviors are incorporated into the daily routine. Sharing, kindness and thoughtfulness are modeled and encouraged by the teachers who recognize that it may take a long time for the child to acquire these behaviors. Teachers encourage independence and cooperation by encouraging the child to participate fully in the life of the classroom. Children become involved in classroom life by taking responsibility for watering plants, setting the table, and making decisions on activities that the class will pursue.

Individualization:

Curriculum for young children is responsive to individual needs and differences. Developmentally Appropriate curriculum is based on teachers' observations of each child's interests and developmental progress. Learning is viewed as an interactive process. Caregivers prepare the environment for children to learn through exploration and interaction with adults, other children, and materials. The process of interacting with materials and people results in learning.

Role of the Teacher:

Teachers facilitate this process by providing many experiences that allow children to explore and investigate all types of phenomena and experiences related to daily life. Teachers select topics based on interests they have observed or questions the children have posed. The teacher is responsible for preparing an environment that stimulates and challenges children in all aspects of development. Approached in this manner, curriculum becomes a dynamic process that changes and develops as the year progresses. If curriculum is to be responsive to the children's interests, it can not be totally preplanned by the staff before the school year starts. This approach is known as "emergent curriculum".

Role of Play:

Play is one of the most powerful tools that children use in the learning process. It is the means through which children learn about themselves and the world in which they live.

Play is the heart of the curriculum. Much of young children's learning takes place when they direct their own play activities. Children feel successful when they define their own tasks and discover on their own how to balance a block structure or fill a container with water. Such learning is not inhibited by adult-established expectations of achievement or failure. Dramatic role-playing experiences are important components of play. Thus you will observe extended blocks of time when children are permitted to choose the activities in which they participate. They are free to move to other activities when they are ready.

Role of Symbolic Representation in Learning:

Representation is a key component of cognitive development. Children need years of playing and representing with real objects before they are able to understand the meaning of symbols such as alphabetic letters, words and numbers. Thus, you will find that children use many "languages" to illustrate what they have learned. This is done through drawing, painting, modeling, and constructing objects that reflect their understanding of events, concepts or phenomena. Teachers document children's progress by posting pictures, photographs, written comments, etc. in the classroom. This serves not only as a "history" of the group's activities but also allows children to connect current studies with

previous experiences. Representations are done by individual children or by groups of children with adult facilitation if needed. Even though art materials are frequently used to represent what the child is learning, the emphasis is not on finished products or teacher directed crafts, but rather on what the child is observing and discovering as he reflects and creates.

Observation and Lab Experiences:

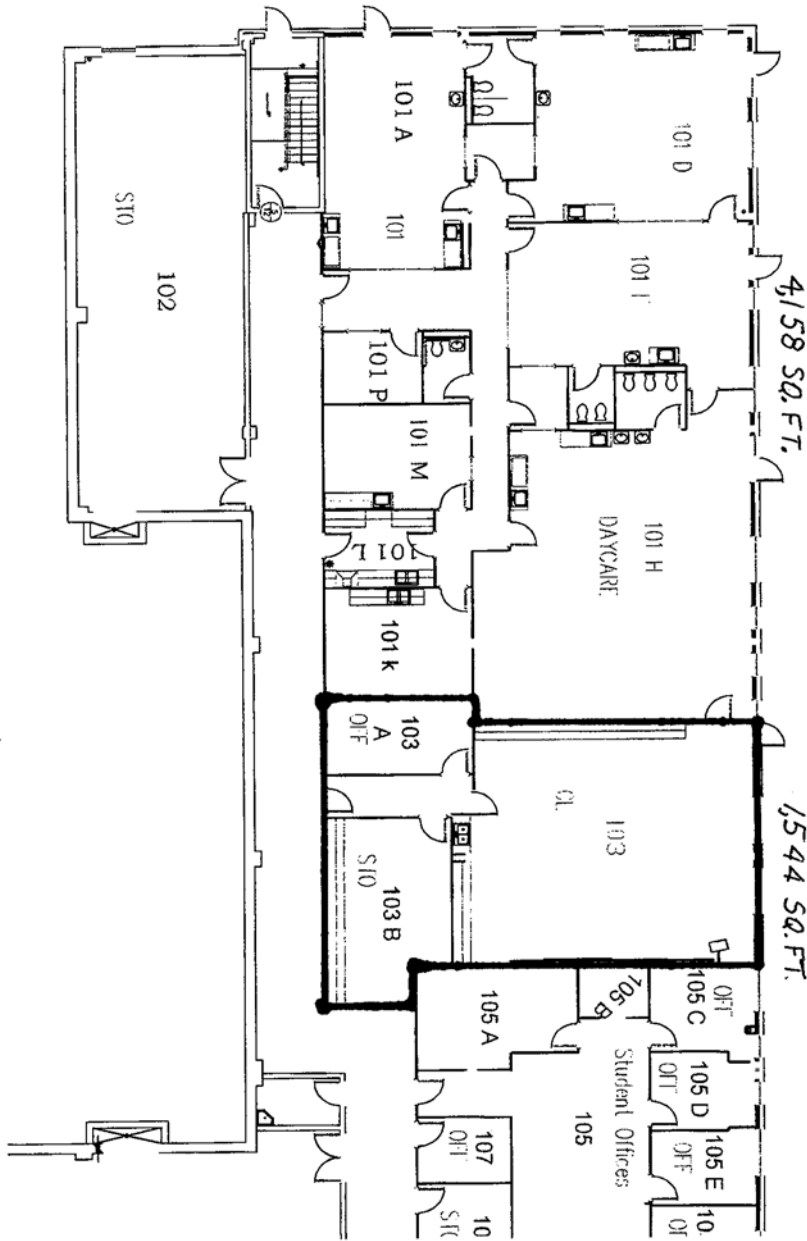
Most of the ECE methods classes include a lab or practicum requirement. The purpose of the labs is to provide students the opportunity to learn necessary skills and demonstrate their competency in basic skills. Task lists have been developed for each lab course. These are requirements that ECE students could potentially fulfill at the campus childcare center. HACC's goal is to work closely with the childcare center to provide observation and internship opportunities for our HACC students.

ATTACHMENT 1
Page 1 of 1

DESCRIPTION OF FACILITIES

The service area assigned to the Contractor will be the space designated in the Main building of Lancaster campus of Harrisburg Area Community College for the _____.

DIAGRAM 1.A



ATTACHMENT 2
Page 1 of 1

MINIMUM HOURS OF OPERATION

Year Round

Monday through Friday	6:30AM – 6:00 PM
Saturday:	Closed
Sunday:	Closed

Break Periods

According to the vendor's schedule.
The childcare center may be open when the college is closed.
Evenings and Saturday hours will be based on pre-registration.

ATTACHMENT 3

Page 1 of 1

IMPROVEMENTS BY CONTRACTOR

Listing of changes / additions made to the Childcare Center funded by the Contractor and approved by HACC's Facility Director.

The bidding process of all requested changes / additions by the Contractor will be managed and solicited by HACC's Facility and Purchasing Department

COST PROPOSAL SHEET
08-11
Lancaster Campus Child Daycare Services

Bidder agrees that any contract entered into will include all the conditions of this Request for Proposal, and if any terms and conditions conflict, the Lessor will modify any Master Lease or Schedule to include such conditions before submitting such contracts.

<u>Weekly Rates</u>	Part-Time	Full-Time
<u>Infant</u>	_____	_____
<u>Toddler</u>	_____	_____
<u>Pre-School</u>	_____	_____

Prescheduled Hourly Care Rate _____

of slots held for HACC Students (minimum of 20) _____

Weekly subsidy paid by the Contractor for HACC students (minimum of \$800 per week) _____

QUESTIONS:

1. Describe in detail the mission and vision of the corporation, the number of years in business, the number of centers and their ratings in the PA STARS system.
2. Describe in detail aspects of operation of a campus based center serving students with varied and part time schedules.
3. Describe in detail experience in meeting needs of students enrolled in a college Early Childhood Program.
4. Describe in detail experience with managing client relationships.
5. Provide Financials for the past two years.
6. Provide a list and references from other employer sponsored centers operated by your corporation.
7. Describe how you assess and maintain client satisfaction and how you interact with the client organization?
8. Describe in detail philosophy of parent involvement.
9. Describe in detail your procedure(s) on "Criminal Background Checks".
10. Describe in detail your "Food Service" program in providing nutritious breakfast, lunch, and snacks to all children in the center at designated meal and snack times.
11. List any changes that the Contractor would fund or implement. (See Attachment 3)
12. Describe in detail PA STARS and/or NAEYC accreditation your firm has attained with other sites.

13. Describe how you would provide a prescheduled hourly care service at the center.
14. Describe in detail the time schedule and milestones in attaining PA STARS and/or NAEYC accreditation if awarded the HACC Agreement.
15. Does your firm agree to the terms and conditions detailed in this Request for Proposal?

YES _____ NO _____

If No, please provide the reason(s) in detail.

Company Name: _____

Authorized Signature: _____

Name (Printed): _____

Title: _____

Date: _____

XII. Notification of Intent to Attend the Mandatory Site Visit

Notice of Intent to Attend the Mandatory Site Visit

Please refer to the Request for Proposal # 08-11: Lancaster Campus Child Daycare Services for HACC, Central Pennsylvania's Community College.

If you **will or will not** be attending the tour of our facilities, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania's Community College, One HACC Drive, Harrisburg, PA 17110 no later than **Wednesday, November 28, 2007, 10:00AM.**

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Email Address _____

Phone Number _____

FAX Number _____

Cell Phone Number _____

Email address _____

URL Web Address _____

We intend on doing the following: (check one)

- 1. () We will attend for the tour
- 2. () We will NOT attend

If number 2 is checked, please give a brief explanation in the spaces provided.

Signed: _____ Date: _____

Note: this form may be faxed to Garry Crider at 717-780-2325.

X. Notification of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering the acquisition Lancaster Campus Child Daycare Services for the College for Proposal Number 08-11: Lancaster Campus Child Daycare Services for HACC, Central Pennsylvania's Community College.

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, HACC, Central Pennsylvania's Community College, One HACC Drive, Harrisburg, PA 17110 no later than **Wednesday, December 12, 2007, by 2:00PM**. Or fax this document to 717-780-2325 or e-mail this document to cgcrider@hacc.edu.

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

Email Address _____

URL Web Address _____

We intend on doing the following: (check one)

1. () We will submit a Proposal
2. () We will NOT submit a Proposal

If number 2 is checked, please give a brief explanation in the spaces provided.

Signed: _____ Date: _____

HACC, Central Pennsylvania's Community College
Request for Proposal
08-11 – Lancaster Campus Child Daycare Services

HACC, Central Pennsylvania's Community College is requesting quotes Lancaster Campus Child Daycare Services for the Lancaster Campus of HACC, Central Pennsylvania's Community College. A copy of RFP # 08-11 may be obtained at: www.hacc.edu (click on "Business & Community" – under "Purchasing", click on "Request for Proposals") beginning Tuesday, October 30, 2007. Responses due by 11:00AM on Friday, December 14, 2007 in Whitaker Hall room 130. HACC, Central Pennsylvania's Community College reserves the right to accept or reject any or all Proposals. HACC is committed to providing opportunities for Minority Business Enterprises (MBE), and Woman Business Enterprises (WBE). HACC encourages MBE and WBE firms to submit a Proposal for the Work and all bidders to proactively solicit MBE and WBE firms in the bidding and subcontracting process.