

REQUEST FOR PROPOSALS

NOTICE TO QUALIFIED CHILD CARE PROVIDERS

The Crestwood School District (CSD) is inviting qualified child care agencies to submit proposals to provide two (2) before and after school child care services on-site at each of our elementary schools. The provider must operate programs at all locations.

Submission deadline: 2:30 p.m., on the 25th day of June, 2021. Location for submission of proposals:

Peter T. Bard, Business Manager
Crestwood School District
281 South Mountain Boulevard
Mountain Top, PA 18707

Request for Proposal (RFP) Instructions and Child Care Program Standards: Proposal instructions and program standards will be available on our website at www.csdcomets.org or for pick-up beginning on June 14th, 2021 at Crestwood School District, District Administrative Offices, 281 South Mountain Boulevard, Mountain Top, PA 18707 -between the hours of 8:00am and 4:00pm. Any questions shall be directed to Peter T. Bard (Business Manager) via phone 570-474-6782 ext 324 or via email peter.bard@csdcomets.org.

Project Notice:

NOTICE IS HEREBY GIVEN that the Crestwood School District, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed proposals for the award of a contract for the above referenced project.

The Crestwood School District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal.

No proposal may be withdrawn for a period of ninety (90) days after the deadline for submission of proposals.

/s/ **Peter T. Bard, M.Ed, PCSBA**
Business Manager

RFP PROCESS AND CHILD CARE PROGRAM OVERVIEW

1. Introduction

The Crestwood School District (CSD) is inviting qualified before and after school child care providers to submit proposals.

- The CSD will review and evaluate all proposals for completeness and content. A provider must submit an original and one (1) copy of the application. Applications that do not contain the information required herein may not be reviewed.
- Proposals must be signed by an official authorized to bind the contractor to the provisions of this RFP. The District will not accept faxes or electronic copies of proposals.
- No proposal may be withdrawn for a period of ninety (90) days after the deadline for submission of proposals. Once submitted, proposals cannot be altered without the prior written consent of CSD.

The Crestwood School District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal.

2. Provider Eligibility

The Crestwood School District is seeking a child care provider with broad experience in development and delivery of high-quality childhood care for school-aged children.

Eligibility in this program is reserved for students who are currently enrolled in the Crestwood School District.

Service providers are to be licensed by the Pennsylvania Department of Public Welfare. Providers will also need to demonstrate the proper original clearances for all staff that will have contact with children, including Pennsylvania Criminal Background and Child Abuse Clearances, and FBI Clearance through Cogent System and all other clearances required by law.

Applicants are required to submit:

- Proof of legal or corporate status
- Proof of nonprofit status if a nonprofit agency
- Certification of the agency's last audit report
- Copy of personnel policies and procedures
- Resumes of key staff in the organization
- Evidence of financial stability
- Adequate insurance
- Business/Program references
- Affirmation that all employees undergo all required clearances as per law.

3. Program Requirements

The major features of the program are as follows:

- A program that will operate in two 35,000 square foot facilities, Rice Elementary and Fairview Elementary Schools, from 6:00 AM to 8:30 AM and from 3:45 PM to 6:00 PM, Monday through Friday. (See Attachment A)
- A program with the ability to operate early dismissal days at the two locations referenced above for all days before the last full student day. Early dismissal days will operate from time of dismissal to 6:00 p.m. on the early dismissal days.
- A program with the ability to operate full day sessions on teacher in-service days at the two locations referenced above. Full day sessions will operate from 7:00 a.m. to 6:00 p.m. on specified teacher in-service days.
- A program that will follow the School District's School Year Calendar and begin on the first student day of school and will be in service during all student days. (See School District 2021-2022 calendar at www.csdcomets.org.)
- A program that offers a safe, well-equipped and well-supervised environment that is responsive to the needs of the children served.
- A program that meets the needs of all children and is inclusive of those with special needs, as appropriate.
- A program that will not exceed a maximum of 120 students (60 students per location) without prior approval from CSD.
- A program that provides additional and planned educational opportunities such as but not limited to: art, music, sports/intramurals, theatre, robotics, coding or other planned activities including homework assistance if and where possible.
- A Program that provides a snack for after school activities.
- The contact person for the District is Peter T. Bard (Business Manager) or Robert Mehalick (District Superintendent) or their designees.

4. Contract Requirements

The selected provider will enter into an agreement with the Crestwood School District that governs both building use and program requirements. The contract will be for a term of 1 year and option of a two (2) year extension with the District's Option, future extensions are at the District's discretion. The cost of the program can be broken down but the District requires an all-in cost for program as it is described

above. The Provider should also provide the cost for the inclusion of each additional child approved for the program above the 60 students per location limit.

Site Development Responsibilities of the Child Care Provider

- Financing and managing the classroom set-up requirements and office set-up requirements

Operational Responsibilities of the Child Care Provider

- Managing the program autonomously and without CSD subsidy with the exclusion of basic cleaning service (trash removal from program space and daily cleaning of program space) that CSD will provide. Any additional services will be at the cost of the provider.
- Providing high-quality, ongoing services and meeting agreed upon standards as a condition of contract renewal.
- Participating in school site meetings as agreed upon with school administrators.
- Submitting program annual quality reviews.
- Paying an annual fee that will be charged for building use and CSD administrative costs. Provider awarded the contract for these services will also be required to enter into a Lease.
- CSD to include payment of rental/annual fee. (See, Attachment B.) Provider shall state in its response to the RFP the amount of annual rent it will pay under the Lease.

5. Instructions for Submission of Applications

- Submission deadline: 2:30 p.m., prevailing time, June 25th, 2021. Location for submission of proposals:

Peter T. Bard, Business Manager
Crestwood School District
281 South Mountain
Blvd
Mountain Top, PA
18707

- A provider must submit an original and one (1) copy of the application in a sealed envelope, clearly marked “Child Care Proposal.” Late applications will not be evaluated.
- Proposals must be signed by an official authorized to bind the contractor to the provisions of this RFP.
- The District will not accept faxed or electronic submission of proposals.
- Proposals will be subject to program and facility reviews.

- The CSD will complete a scoring rubric for each proposal submitted. (see, Attachment F -- Proposal Evaluation Criteria). The rubric will be used to score the proposals but will not be used as the sole determination for award.

The contract, if awarded, shall be awarded to the contractor whose proposal is in the best interests of the School District, as determined by the Board of School Directors, in its sole discretion. The determination of which proposal is in the best interests of the School District will take into consideration each contractor's proposal, including but not limited to: price, service offerings, capability of providing services, experience and references. This RFP does not require that the contract be awarded to the contractor with the lowest responsible proposal. Further, the School District may elect, in its sole discretion, to not take any action on the proposals submitted if the Board of School Directors determines that to be in the best interests of the School District.

Proposals should clearly provide a description of contractor capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Proposals should not contain staples or binder clips that impede easy photocopying of materials. All proposals become the property of the School District upon submission. However, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the selection process.

BEFORE AND AFTER SCHOOL CHILD CARE PROGRAM STANDARDS

1. Introduction

Programs will meet Pennsylvania Department of Public Welfare standards as well as the minimum standards established as follows.

Standards:

1. Administration

1. Assurances

- Providers shall ensure a safe environment for all students with adequate supervision at all times.
- Provider(s) shall comply with all applicable state, local and federal laws with regard to the provision and maintenance of a childcare facility.

2. Ratio of Qualified Adults to Children

- It is expected that the program have reasonable staff/student ratios set forth in the plan in-detail. The ratios must conform to all legal guidelines.

3. Terms of Operation

- Authorized provider shall be approved for one (1) year contract, after which the provider agreement may be renewed by the CSD for a two (2)-year contract period at its option. Nonrenewal may result in a repeat of the RFP process.
- The program's employees and parents shall not look to the CSD to provide staffing, telephone message or answering services, or other clerical or direct program support.
- The CSD will not act as an intermediary between the provider and parents in regards to complaints and/or disputes.
- The program shall be operated solely by the provider as an independent contractor and not as an agent of the CSD.
- Parents of enrolled students are solely responsible for their transportation both at drop off and at pick up. At no time shall any student enrolled, be left unattended.
- The provider may not assign or otherwise transfer this agreement to another party, nor permit use of the premises by another party without prior written permission from the CSD. Any transfer, sublease or permission without the consent of the CSD shall be void.

4. Facilities

- Separate facilities shall be required at each site.
 1. All operational costs of the program/space used shall be the responsibility of the provider.
 2. Providers shall operate and conduct the permitted use at all times in a first-class, professional and businesslike manner consistent with reputable business, health, industry, and safety standards and practices, and provider shall at all times keep the premises in a neat and orderly manner so as not to adversely affect the ordinary operation of CSD programs.

- The provider will be given use of the gymnasium or cafeteria at each location for the program. The space provided will be at the discretion of the principal at each building. Day care provider shall cooperate with the building principal if the program needs to be temporarily moved to accommodate other building activities.

5. Insurance

CSD policy and state law require that all non-CSD users of CSD facilities maintain adequate general liability insurance, including bodily injury, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage must be documented by means of a Certificate of Insurance from the user's liability insurance carrier. The user must arrange for the insurance carrier to designate CSD on the policy as an "additional named insured" for the purposes of utilizing CSD property. This is an ongoing requirement. New certificates shall be issued every year when the old insurance policy expires and shall continue to be renewed so long as the outside party continues using CSD property. The Certificate of Insurance shall provide that the insurance coverage may not be cancelled or materially altered unless 90-day prior written notice is given to the CSD. The outside party shall also provide ongoing proof that all employees are covered by workers' compensation insurance. If there is significant property damage caused by fire or other event, CSD will decide whether or not to repair.

6. Indemnification

In the Lease agreement, the Provider shall indemnify and hold harmless the CSD from any and all claims which may be brought against the CSD as a result of the providers operations.

7. Fees

Annual fees shall be charged (fee, charges, reimbursable expenses, etc.) to the child care provider and shall be paid to the CSD on an installment basis.

The fee will be charged for building use and CSD administrative costs. The minimum total fee shall be \$12,500 for each facility for a total of \$25,000 total for the year. As a part of this RFP, the Provider will provide the fee it will agree to pay for each building annually (additional amount over and above the minimum will be included in the vendor's RFP submission – Attachment C – Fee Amount Proposal). The provider shall pay 1/3 of the annual fee on the first business day of November, February and May. For years following 2021-2022 the fee will increase by the increase in of the CSD adjusted Act 1 Index. Under no circumstances shall the rent amount decrease.

2. Programs To Be Provided

- The program shall provide before and after school day care for students in attendance at each elementary school building per the official School District calendar. The enrollment in each location shall be limited to those students attending school in the building.
- The program will offer children a full range of activities, including arts and crafts, recreation, rest periods and other age-appropriate activities.
- Local program administration shall be efficient and effective. Staff shall possess appropriate and required qualifications, experience and clearances.

3. Provider's Personnel Qualifications and Development

1. Provider's Administration

- Administrators shall be experienced and qualified to manage and operate the program.
- Administrators shall maintain a budget, based on reasonable parent fees, that allocates resources supporting a high-quality program.
- Administrators shall provide academically, developmentally and culturally appropriate children's programs as evidenced by:
 1. Written program goals and objectives that relate to the vision and philosophy of the CSD.
 2. A professional development plan.
 3. Adequate referral sources to local health or social services.

2. Program Staff

- Program staff must meet all national, state and local requirements to operate the program.

- Program staff that has contact with children must have proper original clearances including Pennsylvania Criminal Background and Child Abuse Clearances, and FBI Clearance through Commonwealth's System and all other clearances required by law.
- All personnel shall have received appropriate on-the-job training or shall have related experience that provides:
 1. Knowledge of emergency procedures
 2. Assistance with prescribed medications which are self- or site-administered.
- The provider shall maintain an operable telephone for access by the public during operational hours.
- All personnel shall become familiar with CSD emergency response policies and CSD Crisis Response Guide.
- All providers shall maintain the following documentation at each site on all persons:
 1. TB test results
 2. Health Clearance
 3. Criminal Clearance
 4. Child Abuse Index Check
 5. FBI Fingerprinting through Cogent System
 6. Other documentation required by law
- All providers shall ensure that at least one person on site has CPR/first aid training at all times.

4. Policies and Procedures

- All providers shall have policies consistent with the CSD's policies governing nondiscrimination, sexual harassment, and the care of children, including but not limited to: illness in children and staff, and shall inform parents of these policies.
- Nutritious snacks or meals, which adhere to State and Federal food service requirements, shall be provided for children who are enrolled in the child care programs. Day care provider shall select, store, prepare and serve all food in a safe and healthful manner. Students with specific health and/or dietary requirements must be accommodated. The provider shall consider contracting with, CSD, as an option for providing snacks and meals.
- Day care provider shall provide refrigeration necessary to hold food and medications for children as necessary. The location and size of refrigeration must be approved by CSD.
- Providers shall have a current Emergency Information Card on file for each child listing two (2) emergency contact names and telephone numbers, any health problems, and

directions for care in case of an emergency. Emergency Information Cards should be kept on-site at each building location.

- Providers shall have supervision of students from drop-off to pick-up times.
- Providers shall establish procedures to ensure that confidentiality procedures are followed at all times.
- Providers shall have sign in/sign out procedures that ensure the safety of all children. These procedures shall be communicated to all parents or guardians and caregivers. Only those persons authorized on the provider's Emergency Information Card shall be permitted to sign in/sign out children.

5. Family Involvement and Communications

- Providers shall work with parents as partners, serving the best interests of their children.
- Provide clearly in the parent application form that the offered day care program is NOT a CSD program and that the CSD is only leasing the facility. The form of the parent application in this regard shall be approved by the CSD.
- Providers shall inform parents about their programs through periodic newsletters.
- Providers shall be encouraged to offer parents a sliding fee schedule. The proposed fee schedule must be included with the proposal.

6. Evaluation and Termination

- Providers shall complete a parent survey annually (responses due on the last scheduled school day in June) and provide the outcomes and an action plan based on the survey results to the parents within 30 days of the due date. The survey responses will be provided to CSD. Providers shall show evidence of implementation of the action plan to parents by the end of September following the survey.
- Providers shall complete a principal survey annually (responses due on the last scheduled school day in June) and provide the outcomes and an action plan based on the survey results to CSD within 30 days of the due dates. Providers shall show evidence of implementation of the action plan to CSD by the end of September following the survey.
- Notwithstanding the above, CSD reserves the right to terminate the day care contract and Lease agreement for any or no reason providing 90 days written notice to the provider.
- Upon award of RFP, provider shall provide an implementation plan & timeline and report on its progress to the CSD on a bi-weekly basis until the first student day.

BEFORE AND AFTER SCHOOL DAY CARE PROGRAM RFP SUBMISSION
REQUIREMENTS

1. Management Information

- Describe your organization. Include your philosophy, mission statement and goals, eligibility, background, experience, and description of existing school age services provided, site locations of administrative offices, and individual child care programs.
- Describe administrative support available to your child care programs.
- List contracts held with funding agencies, school districts, or other agencies that relate to this proposed program. If a contract or agreement has been terminated, please explain.
- Summarize your organization's history with licensing, noting compliance issues that have arisen and how they have been resolved.
- Note and explain any litigation against your organization or its staff in the past ten years, including any pending litigation, related to operation of your day care programs.

Program Supervision

- List the personnel responsible for the management and supervision of this program as well as a statement on *Suitability of Persons in a Facility*. Please include personnel resumes.
- Briefly describe how organization policies and procedure are developed and approved. Show the relationship of this proposed program to the existing supervisory/management structure in the organization.
- Describe the center-level staff in terms of numbers and job titles along with a child-staff ratio plan for children's supervision.

Training and Technical Assistance

- Describe your continuing education and staff development plan to ensure program quality. Include an individual professional development plan with the minimum number of required training hours.

Safeguards

- Describe plans to ensure compliance with safety and hygiene requirements in outdoor play areas, emergency response, toileting/areas, stairs, and fire drills.

Financial Plan and Fiscal Controls

- Provide a proposed budget that includes revenue from all sources, i.e., parent fees, contract revenue, food program revenue, fund-raising and grants. At a minimum, the budget items should include: a) revenue, b) staff salaries, c) benefits, d) food, supplies, and equipment, e) rent/other operating expenses. Within each category, provide detail showing appropriate allocation of resources to support high-quality programming.
- Describe your accounting system including fiscal controls and audit experience.
- Attach a certificate of insurance identifying your liability insurance and workers compensation carrier. The Crestwood School District will be named as “additional named insured.”
- Attach the latest audit of your organization.

Parent Fees and Application

- Provide a description of the application process and agreement along with a proposed fee schedule for the 2021-2022, and proposed for the 2022-2023 and 2023-2024 school years.
- Describe revenue sources other than parent fees including plans for submission of proposals for grants and contracts.
- If you plan to provide scholarships for children, state the revenue source for such scholarships.
- Describe how you will be able to serve children from low-income families.
- Describe any plans for local fund raising including parent involvement.

2. Program to be Provided

- Describe the goals for the children in your proposed program. State sample objectives you hope to achieve.
- Describe how children’s activities and curriculum are planned. Give examples of a typical week and provide a proposed daily schedule.

3. Classroom Management/Discipline

- Describe the classroom management/discipline policy and practice in your program.

4. Nutrition

- Describe the kinds of foods and food experiences that you provide for children.

5. Health and Safety

- Describe your plans to provide for children's safety including sign-in and sign-out procedures. Address at least the following:
 - Telephone services
 - Ill children/medication policy
 - Emergency procedures
 - Confidentiality
 - Supervision
 - Parent Transportation (drop-off and pick-up)

6. Program Evaluation

- State any national or state recognized accreditation your program has received. Acceptable examples include but are not limited to the National School Age Care Alliance or Keystone Stars. State your proposed schedule for achievement of such accreditation status if not currently held.
- Describe your plan for program review and evaluation, including parent and principal surveys. Provide samples of evaluation tools if available.

7. Staff Qualifications and Training

- State the criteria you will be using for minimum qualifications of staff.
- State the ratio of qualified staff to children and total adult/child ratio for your program.
- Describe your hiring process
- Describe your training program, including training resources utilized, pre-service training plan and in-service training plan.

8. Family Involvement

- Please address your plan to develop program staff/family partnerships. How will families be involved in program planning? How do you propose to handle parents' concerns? How do you propose to keep parents informed of the program?
- Provide a sample parent handbook.

9. Community Involvement

- Describe your plans for creating community awareness.
- State how you will involve the community in your program. Give examples of community agencies to which you may refer families and who may provide resources for your program.

10. Marketing and Enrollment

- Describe how you will market the services you provide.
- Describe techniques to obtain and maintain enrollment.

11. Fee Amount Proposal and Lease Agreement

- Provider shall state in its response to the RFP the amount of annual rent it will pay under the Lease. A fee will be charged for building use and CASD administrative costs. As a part of this RFP, the Provider will provide the fee it will agree to pay for each building annually.

12. Documents/Attachments to be submitted

- Personnel Resumes
- Projected Budget
- References (Letters/Names, Addresses for Professional/Business References)
- Certificate of Insurance
- Organization Financial Audit
- Operating License
- Copy of Policies and Procedures
- Parent Handbook
- Fee Schedule
- Fee Amount Proposal (Attachment C)
- Proof of Legal or Corporate Status
- Proof of Nonprofit Status if a Nonprofit Agency
- CASD Child Care Proposal – Applicant Information (Attachment D)
- Certification of Proposal Documents (Attachment E)

ATTACHMENT—A

List of Locations for Services

Crestwood School District Day Care Center Building Locations

Rice Elementary School
3700 Church Road
Mountain Top, PA 18707

Fairview Elementary School
117 Spruce Street
Mountain Top, PA 18707

ATTACHMENT—B

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made this _____ day of _____, 2021, between CRESTWOOD SCHOOL DISTRICT, a public school district with offices at 281 South Mountain Boulevard, Mountain Top, PA 18707, the “Lessor”) and [NAME], a corporation organized in the Commonwealth of Pennsylvania with an address of [ADDRESS] (the “Lessee”).

IN CONSIDERATION of the mutual promises contained herein, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

1. Description of Leased Premises.

A. Lessor hereby leases to Lessee the use of the various facilities as detailed in Exhibit “E” attached hereto, and incorporated herein by reference (the “Property”) as a child care center under the terms of the Request for Proposals (the “RFP”) issued by the Lessor.

- 1) Notwithstanding the foregoing the lease of the Property is limited to the operation of the child care center from Monday through Friday from 6:00 a.m. to 8:30 a.m. and 3:45 p.m. to 6:00 p.m. at Rice Fairview Elementary Schools or similar hours coordinated with elementary school bell times, beginning the first student day of the school year and for each student days. The program will operate full day sessions from 7:00 a.m. to 6:00 p.m. on specified teacher in-service days. The program will operate full day sessions from time of dismissal to 6:00 p.m. on specified early dismissal days.

B. The Lessor shall have exclusive use of the Property at all other times.

2. Term of Lease/Renewal.

A. The term of this Lease shall be for a period of one (1) year commencing as of July 1, 2021 and terminating on June 30, 2022 (the “Term”), unless sooner terminated by Lessor pursuant to this Section 2.

B. In addition to the Term, the Lessor may, at its sole option and discretion extend the term by two (2) year extension, commencing on July 1, 2022 (“Year 2”). The Lessor shall, in its sole discretion, notify the Lessee of its intention to proceed under the terms of the one-year extension no later than ninety (90) days prior to July 1, 2022, respectively. Failure by the Lessor to proceed with the contract for Year 2, as provided above shall release the parties from all obligations for Year 2. Notice shall be in writing

and given in accordance with the provisions of the Agreement. Nothing herein shall prevent the Lessor from soliciting or requesting proposals or proposals for Year 2 at any time prior to the ninety (90) day notification deadline.

C. Subject to Section 2(D) below, the Lessor may terminate this Lease at any time by sending the Lessee a ninety (90) days prior written notice.

D. This Lease shall terminate at the end of the Term or Year 1 upon written notice or without the necessity of any notice at the end of Year 3. Lessee shall, at its expense, at the expiration of the Term, Year 1, Year 3 or any earlier termination of this Lease, (a) promptly surrender to Lessor possession of the Property (including any fixtures or other improvements) in good order and repair (ordinary wear and tear excepted) and broom clean, and (b) repair any damage to the Property caused by Lessee's acts or omissions during the Term, or Year 3 r except ordinary wear and tear. Lessee shall repair any damage to the Property occasioned by the removal of Lessee's furnishings and equipment.

E. If Lessee shall be in possession of the Property after the expiration of the Term, Year 2 or 3, as the case may be, after obtaining Lessor's written consent thereto, such occupancy shall be deemed to be under a month-to-month tenancy, which shall continue until either party hereto notifies the other in writing, by at least thirty (30) days, that the notifying party elects to terminate such tenancy at the end of such thirty (30) day period, in which event such tenancy shall so terminate.

F. Any termination of the Agreement shall constitute a termination of the Agreement and the Lessor's appointment of Lessee as a child care provider.

3. Rent.

A. During the Term of this Lease, Lessee shall pay to Lessor an annual rent equal to _____ Dollars and No Cents (\$--,---.00), which shall be paid by Lessee in equal installments of ____ Thousand Dollars and No Cents (\$--,---.00) on the first day of each month from September through May. If the Lease is extended beyond the Term, the parties shall negotiate a rental amount for the extended term, which shall not be less than any than the Crestwood School District's Adjusted Act 1 Index. Under no circumstances shall the annual rental amount decrease from that paid during the previous year.

B. Lessee shall also pay as additional rent any sums which may become due by reason of the failure of Lessee to comply with any covenants of this Agreement and any damages, costs, expenses and reasonable attorneys' fees which Lessor may incur by reason of any failure on Lessee's part to comply with any covenants of this Agreement.

C. Late Charge. Lessee shall pay a late charge at the rate of five percent (5%) on each dollar of rent, or any other sum collectible as rent or additional under this Agreement, which is not paid within fifteen (15) days after the same is due.

4. **Use.**

A. Lessee shall have the right to use the Property as child care center and for no other purpose during the days and hours specified in Section 1 of this Lease.

B. Lessee shall not use the Property for any illegal, immoral or hazardous purpose.

C. Lessee shall be subject to all terms and restrictions as set forth in this Agreement.

D. Lessee shall comply with all federal, state and local laws and regulations, as well as, all of Lessor's policies regarding nondiscrimination, harassment and the care of children, including, but not limited to illness in children and staff. Lessee shall be required to advise its employees and parents of the Lessor's policies.

E. Lessee shall provide Lessor with copies of valid certificates of compliance, inspection summaries or reports from the Department of Welfare, and an emergency plan upon Lessor's request.

F. Lessee shall not have animals on the Property.

5. **Maintenance and Improvements.**

A. Lessee shall keep in good order, condition and repair, the Property, and shall be responsible, at its sole cost and expense, for regularly cleaning its Property and removal of trash therefrom to Lessor's dumpsters on the premise. Lessee shall promptly notify Lessor of any necessary repairs to the Property.

B. Lessee shall, at all times, keep the Property in a fashion so as not to adversely affect the ordinary operations of the Lessor.

C. Lessee shall not make any alternations, improvements, additions or utility installations to the Property without the prior written consent of the Lessor.

D. Lessor shall provide snow removal, trash, and lawn care. Except as otherwise provided herein, Lessor shall pay for all water, oil, gas heat, light, power and other utilities supplied to the Property.

E. Lessee shall, at its sole cost and expense, maintain an operable telephone. Lessee shall contract with the Lessor for provision of telephone services and shall be solely responsible for the expense therefrom.

F. Lessee shall be solely responsible for the contents of any classroom of any building or facility that you are using.

G. Lessor shall have no responsibility or liability to Lessee, nor shall there be any abatement in rent for any failure to supply any services or facilities as provided herein during such period as Lessor deems advisable or necessary in order to make repairs, alterations or

improvements or because of labor disturbances, strikes, accidents or any other causes beyond Lessor's control.

6. Landlord's Right of Entry. Lessor, its agents or employees, will have the right to enter the Property at any time without notice.

7. Insurance.

A. At all times during the term of this Agreement, Lessee shall maintain, at its sole cost, comprehensive broad-form general liability insurance, including bodily injury, with limits of not less than (a) One Million (\$1,000,000.00) Dollars per occurrence and (b) Two Million (\$2,000,000.00) Dollars in the aggregate. Each such policy shall (a) name as the insureds thereunder, as their interests may appear, Lessor and Lessee, (b) by its terms, be considered primary and non-contributory with respect to any other insurance carried by Lessor or its successors and assigns to the extent of the liabilities assumed by Lessee in this Agreement, c) by its terms, be cancellable or materially altered only on at least ninety (90) days prior written notice to Lessor, and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Pennsylvania, and rated at least A by Best's Key Rating Guide for Property Liability. Lessee shall provide Lessor with a certificate or proof of such insurance, naming Lessor as an additional insured, annually. All Licensees must provide evidence of the same insurance described above (unless such lesser amount is agreed to in writing by Lessor), naming the Lessor as an additional insured.

A. Lessee shall provide annual proof that all Lessee's employees are covered by Workers Compensation insurance.

B. Lessor shall carry fire and property insurance covering loss to the buildings. Should such loss occur, Lessor, at its sole discretion, will determine whether the Property shall be repaired or restored.

8. Indemnification. Lessee hereby agrees to defend, indemnify, and shall pay, protect and hold Lessor harmless from and against all liabilities, losses, claims, causes of action, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise from or in connection with (a) any injury to, or the death of, any person or loss or damage to property on or about the Property arising from or connected with the possession, use, or occupancy, of the Property caused by the negligence of Lessee, its employees, agents, or invitees or Licensees, (b) any violation, or alleged violation, by Lessee of this Agreement or of any legal requirements, or (c) the use, handling, generating, treatment, storage, spillage or disposal by Lessee, its employees, contractors, or visitors, of any trash refuse, debris, pollutants, contaminants or hazardous substances or hazardous waste, including such items as defined and regulated by the local county, state or federal law. Lessee assumes responsibility for the non- criminal acts and the conduct of all persons admitted to the Property, including persons admitted by consent of Lessee, its agent(s) or anyone acting on its behalf. This indemnification shall not apply to a claim or suit arising solely from the negligence of the Lessor.

9. Default

(a) If (i) Lessee does not pay in full when due any installment of rent or any other charges, expenses or costs herein agreed to be paid by Lessee; or (ii) Lessee vacates or abandons the Property during the term hereof; or (iii) Lessee sublets the Property or assigns this Agreement in violation of the provisions hereof; or (iv) Lessee fails to maintain the insurance required pursuant to the provisions hereof; or (v) Lessee's fails to comply with all applicable state, local and federal laws with regard to the provision and maintenance of a childcare facility; or (vi) Lessee's loses childcare provider licensing; or (vii) Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Agreement and such failure continues for more than ten (10) days after written notice thereof from Lessor; then and in any of said cases Lessor, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter:

(i) declare to be immediately due and payable, a sum equal to the Accelerated Rent Component (as hereinafter defined), and Lessee shall remain liable to Lessor as hereinafter provided;

(ii) terminate this Agreement upon written notice to Lessee and, on the date specified in said notice, this Agreement and the term hereby demised and all rights of Lessee hereunder shall expire and terminate and Lessee shall thereupon quit and surrender possession of the Property to Lessor in the condition elsewhere herein required, and Lessee shall remain liable to Lessor as hereinafter provided; and/or

(iii) enter upon and repossess the Property, by force, summary proceedings, ejectment or otherwise, and dispossess Lessee and remove Lessee and all other persons and property from the Property, without being liable to Lessee for prosecution or damages therefor, and Lessee shall remain liable to Landlord as hereinafter provided.

(b) For purposes herein, the Accelerated Rent Component shall mean the aggregate of:

(i) all rent and other charges, payments, costs and expenses due from Lessee to Lessor and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component;

(ii) the rent reserved for the then entire unexpired balance of the Term, or Year 3 as the case may be, (taken without regard to any early termination of the Term by virtue of any default or any early termination rights set forth herein), plus all other charges, payments, costs and expenses herein agreed to be paid by Lessee up to the end of the Term, Year 4 or Year 5, as the case may be, which shall be capable of precise determination at the time of Lessor's election to recover the Accelerated Rent Component; and

(iii) Lessor's good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Lessee up to the end of the Term, or Year 3, as the case may be, which shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of the additional rent to accrue pursuant to the provisions hereof shall be less than the amount which would be due if each such component

continued at the highest rate or amount in effect during the twelve (12) months immediately preceding the default).

(c) In any case in which Lessor shall have entered upon and repossessed the Property, Lessor may (but shall be under no obligation to attempt to) relent all or any portion of the Property for and upon such terms as Lessor, in its sole discretion, shall determine. Lessor need not consider any proposed tenant offered by Lessee in connection with such reletting. For the purpose of such reletting, Lessor may make reasonable repairs, changes, alterations or additions to the Property to the extent deemed desirable or convenient by Lessor. All costs of reletting, including, without limitation, the cost of such repairs, changes, alterations and additions, brokerage commissions, request for proposal preparation fees, advertising fees and legal fees, shall be charged to and be payable by Lessee as additional rent hereunder. Any sums collected by Lessor from any new tenant shall be credited against the balance of the rent and additional rent due hereunder as aforesaid.

(d) Lessor shall in no event be responsible or liable for any failure to relet the Property or any part thereof, or for any failure to collect any rent due upon a reletting.

(e) Lessee shall pay upon demand all of Lessors's costs, charges and expenses, including the fees and out of pocket expenses of counsel, agents and others retained by Lessor, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

10. CONFESSION OF JUDGMENT. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD MAY APPEAR FOR LESSEE AND CONFESS JUDGMENT AGAINST LESSEE FOR POSSESSION OF THE PROPERTY WITHOUT STAY OF EXECUTION. TO THE EXTENT PERMITTED BY LAW, TENANT RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A VERIFIED COPY OF THIS AGREEMENT IS FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AGREEMENT. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST LESSEE SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE CONFESSED AS OFTEN AS ANY EVENT OF DEFAULT OCCURS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE TERM AND/OR DURING OR AFTER THE EXPIRATION OF ANY EXTENDED OR RENEWAL TERM. IF SUCH PROCEEDING IS TERMINATED AND POSSESSION OF THE PROPERTY REMAINS IN OR IS RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT FOR THE SAME EVENT OF DEFAULT AND UPON ANY SUBSEQUENT EVENT OF DEFAULT, OR UPON THE TERMINATION OF THIS AGREEMENT UNDER ANY OF THE TERMS OF THIS AGREEMENT, TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS TO RECOVER POSSESSION OF THE

PROPERTY AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE PROPERTY AS HEREINABOVE PROVIDED.

REMEDIES CUMULATIVE. All remedies given to Lessor herein and all rights and remedies given to Lessor by law and equity shall be cumulative and concurrent. No termination of this Agreement, or taking or recovering of possession of the Property, or entry of any judgment either for possession or for any money claimed to be due Lessor, shall deprive Lessor of any other action against Lessee for possession, or for any money due Lessor hereunder, or for damages hereunder. The exercise of or failure to exercise any remedy shall not bar or delay the exercise of any other remedy.

11. Lessee's Waivers.

A. If proceedings shall be commenced by Lessor to recover possession of the Property, either at the end of the Term, Year 3 hereof or by reason of an default or otherwise, Lessee expressly waives all rights in excess of five (5) days required by any Act of Assembly, including the Act of April 6, 1951, P.L. 69, Art. V, Sec. 501, as amended, and agrees that in either or any such case five (5) days, notice shall be sufficient. Without limitation of or by the foregoing, Lessee hereby waives any and all demands, notices of intention, and notice of action or proceedings which may be required by law to be given or taken prior to any entry or re-entry by summary proceedings, ejectment or otherwise, by Lessor, except as hereinbefore expressly provided with respect to five (5) days, notice.

B. Any notice to quit required by law previous to proceedings to recover possession of the Property or any notice of demand for rent on the day when such is due and the benefit of all laws granting stay of execution, appeal, inquisition and exemption are hereby waived by Lessee; provided, however, that nothing in this Section shall be construed as a waiver of any notice specifically mentioned or required by any other part of this Agreement.

C. In the event of a termination of this Agreement prior to the date of expiration herein originally fixed, Lessee hereby waives all right to recover or regain possession of the Property, to save forfeiture by payment of rent due or by other performance of the conditions, terms or provisions hereof, and, without limitation of or by the foregoing, Lessee waives all right to reinstate or redeem this Agreement notwithstanding any provisions of any statute, law or decision now or hereafter in force or effect and Lessee waives all right to any second or further trial in summary proceedings, ejectment or in any other action provided by any statute or decision now or hereafter in force or effect.

12. Remedies Cumulative. All remedies given to Lessor herein and all rights and remedies given to Lessor by law and equity shall be cumulative and concurrent. No termination of this Agreement, or taking or recovering of possession of the Property, or entry of any judgment either for possession or for any money claimed to be due Lessor, shall deprive Lessor of any other action against Lessee for possession, or for any money due Lessor hereunder, or for damages hereunder. The exercise of or failure to exercise any remedy shall not bar or delay the exercise of any other remedy.

13. Notices. All notices required or desired to be given to either of the parties hereunder shall be in writing to such party at its address set forth below.

School District Responsible Official: Lessee:

Name:	Peter T. Bard	[NAME]
Title:	Business Manager	[TITLE]
Address:	281 South Mountain Blvd. Mountain Top, PA 18707	[ADDRESS]
Telephone:	570-474-6782	[TELEPHONE]
Fax:	_____	[FAX]
E mail address:	peter.bard@csdcomets.org	[EMAIL ADDRESS]

Notice shall be deemed to have been given and received: (1) if by hand delivery, upon delivery; (2) if by certified mail, return receipt requested, three (3) delivery days after the date first deposited in the United States mail; (3) if by overnight courier, on the date of delivery, and (4) if, by telecopier when so received (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). A party may change its address by giving written notice to the other party as specified herein. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

14. Assignment and Subletting. The Lessee shall not assign, mortgage, pledge this Agreement or otherwise transfer this Agreement to another party nor permit the use of the Property by another party without prior written permission from the Lessor, which consent may be granted or withheld at the Lessor's sole discretion. Any attempted assignment without Lessor's consent shall be deemed a default hereunder. Any transfer, sublease or permission without the consent of the Lessor shall be void.

15. No Partnership or Agency. It is understood that Lessor does not in any way or purpose become a partner or joint venturer with Lessee in the conduct of Lessee's business, nor do Lessor and Lessee have any other relationship, including but not limited to agent or employee, to one another other than lessor and lessee.

16. Miscellaneous. The failure of Lessor or Lessee to seek redress for violation of, or to insist upon the strict performance of any covenant, agreement, term, provision or condition of this Agreement shall not constitute a waiver of the covenant, agreement, term, provision or condition.

A. This Agreement shall be binding upon the heirs, successors, assigns, trustees, executors, and administrators of the parties to this Agreement.

B. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

C. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

D. This Agreement represents the entire agreement between Lessor and Lessee and shall not be modified except in writing signed by both parties.

E. The headings of this Agreement have been inserted for convenient reference only and shall not modify, amend or change the express terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

CRESTWOOD SCHOOL DISTRICT

Secretary

BY: _____
President

ATTEST:

[NAME]

BY: _____
President

**ATTACHMENT-- C
FEE AMOUNT PROPOSAL**

The fee will be charged for building use and CSD administrative costs. The fee for these sites shall be a minimum of **\$12,500 per building** annually (additional amount over and above the minimum will be included in the vendor's RFP submission– Fee Amount Proposal). The provider shall pay 1/3 of the annual fee on the first business day of November, February and May. For years following 2021-2022 the fee will increase by the increase of the CSD Adjusted Act 1 Index. All Items shall increase accordingly from the Act 1 adjusted index. . Under no circumstances shall the rent amount decrease.

The provider, by signing this proposal, agrees to all terms and conditions stated in the Lease Agreement.

2021-22 Fee Amount Above Minimum (per building) _____

Company Name _____

Address _____

Telephone Number _____

Fax Number _____

Signature _____

Printed Name _____

Title _____

Date _____

**ATTACHMENT -- E
CERTIFICATION OF PROPOSAL DOCUMENTS**

The provider certifies by signing this document that they:

1. Have carefully read and fully understand the information in the RFP.
2. Have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that the information contained in the proposal is true and correct.
4. Did not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation, review committee member, CSD employee or other proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the CSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.

Company Name _____

Signature _____

Printed Name _____

Title _____

Date _____

**ATTACHMENT -- F
PROPOSAL EVALUATION CRITERIA
CRESTWOOD SCHOOL DISTRICT (CSD)**

TO BE COMPLETED BY EVALUATION COMMITTEE

Name of Provider: _____

Provider demonstrates ability to meet the financial obligations of
Start up and ongoing operation of the program. (50 points) _____

Provider demonstrates successful school-age child care experience. (25 points) _____

Proposed program content responses to needs of families/staff
at each site. (15 points) _____

Program fee schedule meets community needs. (10 points) _____

TOTAL _____
(100 points)